

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. PR-HQ-97-10505		4. TYPE OF SOLICITATION SEALED BID (IFB) <input type="checkbox"/> [] NEGOTIATED (RFP) <input checked="" type="checkbox"/> [X]		5. DATE ISSUED	
7. ISSUED BY (Hand Carried/Courier Address)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		6. REQUISITION/PURCHASE NO. PR-HQ-97-10505	
Environmental Protection Agency BID/PROPOSAL ROOM, 3rd Floor 499 South Capital Street Washington, DC 20003				Environmental Protection Agency BID/PROPOSAL ROOM (3803F) 401 M Street, S.W. Washington, DC 20460			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until **02:30 PM EDT** local time **7/24/97**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME DAVID F. FULLER	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-260-9256
------------------------------	--	-----------------------------------	--

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE (S)	(✓)	SE C.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE				REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			K		
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> [] 10 U.S.C. 2304(c) () <input type="checkbox"/> [] 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE: Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

NSN 7540-01-152-8064

33-134

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA

FAR (48 CFR) 53.214(c)

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION	Page B-1
B.2 WORK ASSIGNMENTS (EPAAR 1552.212-71) (APR 1984) ALTERNATE I (APR 1984)	Page B-1
B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)	Page B-3
B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)	Page B-3
B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)	Page B-3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)	Page C-2
C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)	Page C-2
C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JUN 1996)	Page C-2
C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (APR 1997)	Page C-4
SECTION D - PACKAGING AND MARKING	Page D-1
[For this Solicitation, there are NO clauses in this Section]	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION	Page F-1
F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996)	Page F-1
F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984) DEVIATION	Page F-4
F.5 FINAL REPORTS (EPAAR 1552.211-77) (APR 1984)	Page F-4
F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)	Page F-4
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1
G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)	Page G-1
G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)	Page G-1
G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)	Page G-1
G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)	Page G-1

G.5	INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION .	Page G-3
G.6	CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)	
	. . . . .	Page G-5
G.7	CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page G-6
G.8	OMB CIRCULAR A-133 AUDITS (EP 52.242-110) (DEC 1990) . .	Page G-6
G.9	SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	Page G-7
SECTION H - SPECIAL CONTRACT REQUIREMENTS Page H-1		
H.1	NOTICE Listing Contract Clauses Incorporated by Reference	
	. . . . .	Page H-1
H.2	PRINTING (EPAAR 1552.208-70) (APR 1984) DEVIATION	Page H-1
H.3	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)	Page H-3
H.4	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION	Page H-3
H.5	OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984)	Page H-4
H.6	OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (APR 1984)	Page H-5
H.7	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	Page H-6
H.8	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)	Page H-7
H.9	MENTOR-PROTEGE PROGRAM (EP 52.219-135) (SEP 1994)	Page H-7
H.10	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)	Page H-8
H.11	INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)	Page H-8
H.12	INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)	Page H-9
H.13	STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989) . .	Page H-9
H.14	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)	Page H-9
H.15	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (APR 1996)	Page H-11
H.16	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)	Page H-12
H.17	CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)	Page H-14
H.18	TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION	Page H-15
H.19	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-16
H.20	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)	Page H-16
H.21	ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986) . . .	Page H-17
H.22	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)	Page H-17
H.23	EPA SPONSORED MEETINGS AND WORKSHOPS	Page H-17
H.24	CONTRACTOR ACCESS TO CONFIDENTIAL BUSINESS INFORMATION	Page H-17
PART II - CONTRACT CLAUSES Page I-1		
SECTION I - CONTRACT CLAUSES Page I-1		
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	
	. . . . .	Page I-1

I.2	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990) DEVIATION	Page I-2
I.3	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)	Page I-8
I.4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION	Page I-9
I.5	RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987)	Page I-9
I.6	PROMPT PAYMENT (FAR 52.232-25) (MAY 1997)	Page I-10
I.7	COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)	Page I-16
I.8	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FAR 52.244-2) (FEB 1997)	Page I-16
I.9	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)	Page I-18
I.10	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	Page I-19
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS . . .	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page K-1
K.1	CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)	Page K-1
K.2	REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (FAR 52.203-8) (SEP 1995) ALTERNATE I (SEP 1990)	Page K-1
K.3	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)	Page K-4
K.4	TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)	Page K-5
K.5	WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)	Page K-6
K.6	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)	Page K-7
K.7	ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- ADVISORY AND ASSISTANCE SERVICES (FAR 52.209-8) (NOV 1991)	Page K-8
K.8	TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)	Page K-9
K.9	AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)	Page K-9
K.10	PLACE OF PERFORMANCE (FAR 52.215-20) (APR 1984)	Page K-9
K.11	SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)	Page K-10
K.12	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (JAN 1997)	Page K-11
K.13	CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)	Page K-12
K.14	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)	Page K-13
K.15	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)	Page K-14
K.16	CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)	Page K-14

K.17	CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5) (JUL 1995)	Page K-14
K.18	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)	Page K-16
K.19	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1996)	Page K-17
K.20	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1996) ALTERNATE I (APR 1996)	Page K-20
K.21	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)	Page K-24
K.22	GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)	Page K-24
K.23	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)	Page K-28
K.24	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-28
SECTION L -	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1
L.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page L-1
L.2	CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (DEC 1996)	Page L-1
L.3	FACILITIES CAPITAL COST OF MONEY (FAR 52.215-30) (SEP 1987)	Page L-2
L.4	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)	Page L-2
L.5	SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22) (JAN 1991)	Page L-2
L.6	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-2
L.7	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)	Page L-3
L.8	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)	Page L-3
L.9	PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)	Page L-4
L.10	PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995)	Page L-4
L.11	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-6
L.12	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-6
L.13	DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)	Page L-6
L.14	EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)	Page L-10
L.15	INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION	Page L-10
L.16	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)	Page L-16
L.17	SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)	Page L-16
L.18	PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EP 52.219-130) (SEP 1994)	Page L-17
L.19	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)	Page L-20
L.20	ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)	Page L-20

L.21	QUALITY ASSURANCE (QA) PROGRAM PLAN (EPAAR 1552.246-70) (APR 1984)	Page L-20
L.22	QUALITY ASSURANCE (QA) PROJECT PLAN (EPAAR 1552.246-71) (APR 1984)	Page L-21
SECTION M -	EVALUATION FACTORS FOR AWARD	Page M-1
M.1	EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)	Page M-1
M.2	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)	Page M-1
M.3	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)	Page M-1
STATEMENT OF WORK	. . . . .	Page 1-1
ENVIRONMENTAL CHEMISTRY METHODS MANUAL STYLE GUIDE	. . . . .	Page 2-1
STANDARD EVALUATION PROCEDURE (SEP) FOR REVIEWING ENVIRONMENTAL CHEMISTRY METHODS (ECMS)	. . . . .	Page 3-1
ENVIRONMENTAL CHEMISTRY METHODS PROGRAM STANDARD EVALUATION PROCEDURE CHECKLIST	. . . . .	Page 4-1
REPORTS OF WORK	. . . . .	Page 5-1
SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS MODEL SUBCONTRACTING PLAN OUTLINE	. . . . .	Page 6-1
MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS	. . . . .	Page 7-1
TECHNICAL REPORT ABSTRACT	. . . . .	Page 8-1
CLIENT AUTHORIZATION LETTER	. . . . .	Page 9-1
INVOICE PREPARATION INSTRUCTIONS	. . . . .	Page 10-1
BIDDERS LIST	. . . . .	Page 11-1

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 8,500 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS (EPAAR 1552.212-71) (APR 1984) ALTERNATE I (APR 1984)

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within fifteen (15) calendar days after receipt of a work assignment, the Contractor shall submit one (1) copy(ies) of a work plan to the Project Officer and one (1) copy(ies) to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within fifteen (15) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within thirty 30 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

(a) The estimated cost of this contract is _____.

(b) The fixed fee is _____.

(c) The total estimated cost and fixed fee is _____.

B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Travel	\$ 25,000
Other Direct Costs:	\$170,000

B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of _____ is allotted to cover estimated cost. Funds in the amount of _____ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through _____.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP52.216-190), the Limitation of Cost clause shall become applicable.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment (1).

The Contractor shall perform work under this contract only as directed in Work Assignments issued by the Contracting Officer.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "_____ " dated _____, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JUN 1996)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set

forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access:** gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access:** <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

**C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (APR 1997)**

(a) Executive Order 12873 of October 20, 1993, entitled "Federal Acquisition, Recycling, and Waste Prevention" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory notices (RMANS). THE CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
Environmental Chemistry Section
Bldg. 1105, John C. Stennis Space Center
Stennis Space Center, Mississippi 39529-6000

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are:

Monthly Progress Reports

In addition, a technical report abstract for each draft final and final technical report shall be submitted in accordance with Attachment (B).

F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996)

(a) The Contractor shall furnish two 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
1	Administrative Contract Specialist
1	Project Officer

F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984) DEVIATION

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 FINAL REPORTS (EPAAR 1552.211-77) (APR 1984)

(a) "Draft Report"--The Contractor shall submit to the Project Officer two (2) copies of the draft final report on or before thirty days prior to end of period of performance. The Contractor shall furnish to the Contracting Officer a copy of the letter transmitting the draft. The draft shall be typed double-spaced or space-and-a-half and shall include all pertinent material required in the final report. The Government will review for approval or disapproval the draft and provide a response to the Contractor within fifteen (15) calendar days after receipt. If the Government does not provide a response within the allotted review time, the Contractor immediately shall notify the Contracting Officer in writing.

(b) "Final Report"--The Contractor shall deliver a final report on or before the last day of the period of performance specified in the contract.

<u>No. of Copies</u>	<u>Addressee</u>
1	EPA Library
1	Contracting Officer
1	Project Officer

F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from 01 January 1998 through 31 December 1998 exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.212-70, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment (3).

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) 401 M Street, S.W. Washington, D.C. 20460

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing

payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost Policy and Rate Negotiation Section
Procurement and Contracts Management Division
(3804F)
401 M St., S.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual

agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.6 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.8 OMB CIRCULAR A-133 AUDITS (EP 52.242-110) (DEC 1990)

The Office of Management and Budget (OMB) issued Circular A-133, effective on its Federal Register publication date of March 16, 1990, to establish audit requirements and define Federal responsibilities for implementing and monitoring such requirements for institutions of higher education and other nonprofit institutions receiving Federal awards.

(a) Institutions of higher education and other nonprofit organizations which receive \$100,000 or more in a year in Federal awards, including cost-type contracts, grants, cooperative agreements, and loans, must have an audit made for that year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions."

(b) If the amount of Federal awards is more than \$25,000 but less than \$100,000, an audit must be made for that year, in accordance with Circular A-133, or must be made of each Federal award.

(c) Nonprofit organizations (including institutions of higher education) receiving less than \$25,000 in a year in Federal awards are exempt from these audit requirements but must make records available for review by appropriate EPA officials.

(d) Definitions of various terms are contained in Circular A-133. The following are provided for convenience.

(1) "Award" means financial assistance and Federal cost-type contracts used to buy services or goods for the use of the Federal Government. It includes awards received directly from the Federal agencies or indirectly through recipients. It does not include procurement contracts to vendors under grants or contracts used to buy goods or services. Audits of such vendors (subcontractors) shall be covered by the terms and conditions of the contract.

(2) "Nonprofit institution" means any corporation, trust, association, cooperative or other organization which (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) is not organized primarily for profit; and (3) uses its net proceeds to maintain, improve, and/or expand its operations. The term "nonprofit institutions" includes institutions of higher education, except those institutions that are audited as part of single audits in accordance with Circular A-128, "Audits of State and Local Governments." The term does not include hospitals which are not affiliated with an institution of higher education or State and local governments and Indian tribes covered by Circular A-128.

G.9 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

Subcontractor Name	Value	Subcontract Type
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES

H.2 PRINTING (EPAAR 1552.208-70) (APR 1984) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would

be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise

to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUL 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may

have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984)

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
-----	-----	-----
Option Period I	01/01/99	12/31/99
Option Period II	01/01/00	12/31/00
Option Period III	01/01/01	12/31/01
Option Period IV	01/01/02	12/31/02

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

<u>Option Period</u>	<u>Level of Effort (Direct Labor Hours)</u>
I	9,500
II	10,000
III	10,500
IV	11,000

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

<u>Option Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
I	\$ _____	\$ _____	\$ _____
II	\$ _____	\$ _____	\$ _____
III	\$ _____	\$ _____	\$ _____
IV	\$ _____	\$ _____	\$ _____

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Refer to Section B.4 "Other Direct Costs" for "not-to-exceed amounts" for other direct costs for the base year and each option year.

H.6 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (APR 1984)

By issuing a contract modification, the Government may increase the estimated level of effort by:

<u>Period</u>	<u>Level of Effort (Direct Labor Hrs)</u>
Base	4,000
Option I	4,000
Option II	4,000
Option III	4,000
Option IV	4,000

The Government may issue a maximum of two (2) orders to increase the level of effort in multiples of 2000 hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

<u>Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	\$ _____	\$ _____	\$ _____
Option I	\$ _____	\$ _____	\$ _____
Option II	\$ _____	\$ _____	\$ _____
Option III	\$ _____	\$ _____	\$ _____
Option IV	\$ _____	\$ _____	\$ _____

When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.

H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a

small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded to by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.9 MENTOR-PROTEGE PROGRAM (EP 52.219-135) (SEP 1994)

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the Contracting Officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The Contracting Officer will notify the Contractor within thirty (30) calendar days from its

submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the Contracting Officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

(1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.11 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.12 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.13 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to

collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

**H.15 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (APR 1996)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall submit a certification statement to the Chief of the ISB, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.16 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal

Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.17 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within thirty (30) calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.18 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting

Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.19 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances

necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.20 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.21 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

H.22 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.23 EPA SPONSORED MEETINGS AND WORKSHOPS

If this contract requires contractor support for an EPA sponsored meeting, workshop, conference, etc., the following shall apply:

a) EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. The EPA Project Officer or Work Assignment Manager will determine and advise the contractor as to the availability of Federal facilities.

b) Except for contractor, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

c) The cost of beverages, food, refreshments, etc. consumed by participants or attendees shall not be an allowable charge under this contract.

d) Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

H.24 CONTRACTOR ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The following applies to all tasks requiring the contractor to have access to confidential business information (CBI):

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that EPA has followed all necessary procedures under 40 C.F.R. Part 2 Subpart B, including providing where necessary, prior notice to the submitters of disclosure to the contractor.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.215-40	FEB 1995	NOTIFICATION OF OWNERSHIP CHANGES
52.215-22	OCT 1995	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	OCT 1995	SUBCONTRACTOR COST OR PRICING DATA
52.216-7	MAR 1997	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-8	OCT 1995	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS
52.219-9	AUG 1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	OCT 1995	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS DEVIATION
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER

52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.225-11	OCT 1996	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-20	APR 1984	LIMITATION OF COST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-33	AUG 1996	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
52.232-17	JUN 1996	INTEREST
52.233-1	OCT 1995	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JAN 1990) DEVIATION

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before

an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing

professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clauses are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action;
or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under a Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.3 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.5 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (JUN 1987) ALTERNATE II (JUN 1987)

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under Government contract No..... (and subcontract....., if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

- (iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

I.6 PROMPT PAYMENT (FAR 52.232-25) (MAY 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract

(such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor-

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest

was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that—

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty that is due on or after January 22, 1990, except—

(1) For additional penalties due on or before January 22, 1992, such penalties shall not exceed \$2,500;

(2) After January 22, 1992, the additional penalty shall not exceed \$5,000;

(3) The additional penalty shall never be less than \$25; and

(4) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments—(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and

conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213- 1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.7 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I.8 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FAR 52.244-2) (FEB 1997)

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if-

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph

(a) above shall include the information specified in subparagraph (2) below.

(2) (i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent

of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation .

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

I.9 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.10 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Attachment (1)	Statement of Work
Attachment (2)	Environmental Chemistry Methods Manual Style Guide
Attachment (3)	Standard Evaluation Procedures for Reviewing Environmental Chemistry Methods
Attachment (4)	Environmental Chemistry Methods Program Standard Evaluation Procedure Checklist
Attachment (5)	Reports of Work
Attachment (6)	Small Business and Small Disadvantaged Business Model Subcontracting Plan Outline
Attachment (7)	Minimum Standards for EPA Contractors' COI Plans
Attachment (8)	Technical Report Abstract
Attachment (9)	Client Authorization Letter
Attachment (10)	Invoice Preparation Instructions
Attachment (11)	Bidders List

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (FAR 52.203-8) (SEP 1995) ALTERNATE I (SEP 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any

information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), (ENTER NONE IF NONE EXIST))

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the Officer or Employee Responsible
for the Offer and date

Typed Name of the Officer or Employee Responsible
for the Offer

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through

(c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a

certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or

amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (MAR 1994)

(a) Definitions.

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN: has been applied for.

☐ TIN: is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name _____

TIN _____

K.5 WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)

(a) Representation. The offeror represents that it ___ is, ___ is not a women-owned business concern.

(b) Definition. "Women-Owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- ADVISORY AND ASSISTANCE SERVICES (FAR 52.209-8) (NOV 1991)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the certificate described in paragraph (c) of this provision.

(c) The certificate must contain the following:

(1) Name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the apparent successful offeror.

(3) A description of the nature of the services rendered by or to be rendered on the instant contract.

(4) The name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the certification, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable.

(5) A statement that the person who signs the certificate has made inquiry and that, to the best of his or her knowledge and belief, no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract, or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer or his or her representatives.

(6) The signature, name, employer's name, address, and telephone number of the person who signed the certificate.

(d) Failure of the offeror to provide the required certification may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

K.8 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.9 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.10 PLACE OF PERFORMANCE (FAR 52.215-20) (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____
_____	_____

**K.11 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (JAN 1997)**

(a) Definition.

" Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror ☐ is, ☐ is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.12 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition

is 8734 Testing Laboratories.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) *Definitions.* Joint Venture, for purposes of a small disadvantaged business(SDB) set-aside or price evaluation preference(as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.13 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE
SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.14 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.15 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.16 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before

award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.17 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5) (JUL 1995)

(a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

- (I) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--
- (I) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
- (I) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- (d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(I).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.18 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.19 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99, except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost

Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.20 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1996) ALTERNATE I (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99, except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has

already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.
Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: _____

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period

immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.21 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.22 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

- (a) Contractor's Name:
- (b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....
- (c) Telephone Number:
- (d) Individual(s) to contact re this proposal:
.....
- (e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$.....

Government fixed-price prime contracts
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately
preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs
under Government contracts. (Check appropriate blocks.)

	Actual Cost	Estimated/ Cost	Standard
Estimating System			
Job Order	
Process	
Accumulating System			
Job Order	
Process	

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits
Overhead
G&A Expense
Other

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:
 Accounting Department
 Contracting Department
 Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

**K.23 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.24 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:_____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	DEC 1989	AMENDMENTS TO SOLICITATIONS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	MAY 1997	FAILURE TO SUBMIT OFFER
52.215-9	MAR 1997	SUBMISSION OF OFFERS
52.215-10	MAY 1997	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-16	OCT 1995	CONTRACT AWARD ALTERNATE II (OCT 1995)
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW

L.2 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (DEC 1996)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System(DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.

- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

L.3 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-30) (SEP 1987)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

L.5 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22) (JAN 1991)

(a) The standard industrial classification (SIC) code for this acquisition is 8734 Testing Laboratories.

(b)(1) The small business size standard is \$3,500,000.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

David F. Fuller

Hand-Carried Address:

Environmental Protection Agency
499 South Capital Street
Washington, DC 20003

Mailing Address:

Environmental Protection Agency
401 M Street, S.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of 01 January 1998 and that the required effort will be uniformly incurred throughout each contract period.

L.10 PAST PERFORMANCE INFORMATION (EP 52.215-105) (DEC 1995)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$500,000) proposed subcontractors. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:

- (1) Name of contracting activity.
- (2) Contract number.
- (3) Contract title.
- (4) Contract type.
- (5) Brief description of contract or subcontract.
- (6) Total contract value.
- (7) Period of performance.
- (8) Contracting officer and telephone.
- (9) Program manager and telephone.
- (10) Administrative Contracting Officer, if different from #8, and telephone.
- (11) List of major (over \$500,000) subcontractors (if applicable).

(c) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

(2) If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) The Contracting Officer will retain the information collected on past performance in the official contract file.

L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than ten (10) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.13 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

<u>Professional Level</u>	<u>Period</u>	<u>Base Amount</u>	<u>Optional Amount</u>
PL-4	Base	1700	800
	Option I	1900	800
	Option II	2000	800
	Option III	2100	800
	Option IV	2200	800
PL-3	Base	2550	1200
	Option I	2850	1200
	Option II	3000	1200
	Option III	3150	1200
	Option IV	3300	1200
PL-2	Base	2550	1200
	Option I	2850	1200
	Option II	3000	1200
	Option III	3150	1200
	Option IV	3300	1200
PL-1	Base	1275	600
	Option I	1425	600
	Option II	1500	600
	Option III	1575	600
	Option IV	1650	600
TL-2	Base	425	200
	Option I	475	200
	Option II	500	200
	Option III	525	200
	Option IV	550	200

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

(d) You should also submit Standard Forms 1411 for each of the following:

- 1) A summary proposal for the total contract period
- 2) For each contract period:
 - i) a Summary Proposal
 - ii) a Proposal for the basic quantity
 - iii) a Proposal of 4000 hours for the option quantity

DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Leader, Chief Engineer
Normal Qualifications: Ph.D. Degree or equivalent; and
Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader
Normal Qualifications: Masters Degree or equivalent; and
Experience: 6-12 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst
Normal Qualifications: B.S. Degree or equivalent; and
Experience: 3-8 years

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior, Associate
Normal Qualifications: B.S. Degree or equivalent; and

Experience: 0-3 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

TECHNICIAN

(1) Level 3 - Performs nonroutine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes and analyzes test data prepares test reports. May supervise lower level technicians.

Typical Title: Senior Technician
Experience: 6 years or more

(2) Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician
Experience: 2-6 years

(3) Level 1 - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title: Junior Technicians, Technician Trainee Experience: 0-2 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and

graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

L.14 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the following amounts:

<u>Period</u>	<u>Type</u>	<u>Base</u>	<u>Quantity</u>
Base	Travel	\$ 25,000	\$ 4,000
	Other ODC	\$170,000	\$ 75,000
Option I	Travel	\$ 25,000	\$ 4,000
	Other ODC	\$170,000	\$ 75,000
Option II	Travel	\$ 25,000	\$ 4,000
	Other ODC	\$170,000	\$ 75,000
Option III	Travel	\$ 25,000	\$ 4,000
	Other ODC	\$170,000	\$ 75,000
Option IV	Travel	\$ 25,000	\$ 4,000
	Other ODC	\$170,000	\$ 75,000

L.15 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION

(a) Technical proposal instructions.

(1) General Instructions:

(I) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal. Unnecessarily elaborate proposals are not desired in accordance with FAR clause 52.215-7, "Unnecessarily Elaborate Proposals or Quotations" of this RFP.

(ii) The technical proposal shall be limited to 100 pages. Page size shall be 8-1/2 by 11 inches with type size not less than 12 point, single spaced (type size limit does not apply to Tables and Figures provided they are clear and readable). The page limitation shall not include the cover page, table of contents, dividers, appendices, personnel resumes and company experience resumes. Appendices shall be limited to the personnel resumes and company experience resumes only. Graphs and tables shall be submitted within the text and shall be included in the page count. Each page of the volume shall be numbered. The pages shall be copied in accordance with Section L

provision entitled "Use of Double-Sided Copying in Submission of Proposals".

(iii) Offerors must submit responses that:

A. demonstrate an understanding of the scope of work to be performed as described in the Statement of Work;

B. show a clear understanding of the needs of the Government and the responsibilities the contractor shall assume; and

C. are consistent with the contractor's Cost Proposal

(2) Special technical proposal instructions:

(I) Experience and Qualifications of Personnel

Offerors shall submit a staffing plan naming the personnel to be assigned to perform this contract with their present employment status and associated resumes. Specify the proportions of their time that will be available for this contract as well as the nature and extent of their commitments to other contracts. Where personnel are not presently employed by the company, specific individuals which the company expects to employ should be designated along with a description of their qualifications, training and experience. Offerors shall include letters of intent or other such evidence which indicates that the designated personnel shall accept employment in the event of an award. Where letters of intent are not available or where specific individuals are not identified, the contractor should provide all available evidence of its ability to obtain such personnel and the specific plans and schedules for doing so. This should include specific past successful instances of acquiring staff in situations such as this solicitation, the total compensation plan, a description of the contractor's established hiring practices and any sources of talent if personnel are not delineated in the proposal.

For proposed personnel, the contractor shall provide resumes that include education, degrees received and when, areas in which they were received, and a complete description of additional relevant training courses and their completion dates, and relevant work experience. Include relevant awards, relevant major accomplishments, and relevant papers not identified above.

The contractor shall indicate the availability of all proposed personnel by identifying (1) the number of years they have been with the company, (2) current projects in which they are involved and the dates of termination from these projects, (3) percent of time they will be available (and projected dates) for this contract work, and (4) any other factors which will demonstrate that the proposed personnel are likely to be available during the life of this contract or that equally experienced or qualified persons will be available to take their place, if required.

Offerors shall demonstrate that proposed personnel have the following:

1. Knowledge, experience and training in single and multiple analyte methods;
2. Capability to develop training materials and organize and present technical training workshops;

3. Knowledge and experience with the use of new and emerging technologies for environmental and human residue analysis.
4. Capability to prepare technical articles, resource materials and newsletters for publication; and
5. Experience with developing and implementing technical databases.

Provide a table which summarizes at least the following information for each Professional Level 4 and 3 staff proposed, including subcontractors:

1. Company, professional level, name, education (most advanced degree), years of experience, and expected contract managerial role, if any;
2. Areas of expertise;
3. Contracts or projects in which personnel are involve with their respective termination dates;
4. Percentage of time expected to be available
5. Number of hours in the cost proposal for the purpose of estimating costs, stated as a percent of total hours for the relevant professional level. For example, a PL-4 staff member with 30% availability who represented 5% of PL-4 hours in the cost proposal would be listed as 30% availability and 5% of PL-4 hours.

(ii) Past Performance Information

Offerors shall submit past performance information in accordance with the Section L clause entitled "PAST PERFORMANCE INFORMATION" (EP 52.215-105)(DEC 1995).

(iii) Adequacy and Suitability of Laboratory Equipment and Facilities

The contractor shall demonstrate the capability, capacity and suitability of conventional and state-of-the-art instrumentation and moveable laboratory equipment and facilities.

(iv) Appropriateness of the Quality Assurance (QA) and Safety Plans

The contractor shall demonstrate the applicability and completeness of the QA and safety plans in relation to SOW and their knowledge of QA and safety procedures and Good Laboratory Practices.

(b) Cost or pricing proposal instructions.

In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b)(2) through (b)(7), if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of

your proposal.

(1) General - Submit cost or pricing information on Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required), prepared in accordance with FAR Table 15-3, Instructions for Submission of Information Other Than Cost or Pricing Data and the following:

- (I) Clearly identify separate cost or pricing information associated with any:
 - (A) Options to extend the term of the contract;
 - (B) Options for the Government to order incremental quantities; and/or
- © Major tasks, if required by the special instructions.
- (ii) If the contract schedule includes a "Fixed Rates for Services" clause, please provide in your cost proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any optional contract periods.
- (iii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(2) Direct Labor.

- (I) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort. A table must be provided to include each proposed PL-4 and PL-3 staff member, including proposed subcontractor and consultant personnel, their proposed percent of hours and their hourly rate.
- (ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.
- (iii) Describe for each labor category proposed your company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific

individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

- (iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.
- (v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
- (vi) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- (vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

© List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(3) Indirect costs (overhead, general, and administrative expenses).

- (I) If your rates have been recently approved, include a copy of the rate agreement.
- (ii) Submit supporting documentation for rates which have not been approved or audited.

(4) Travel expense.

- (I) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.
- (ii) Attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of

travelers, destination, purpose and cost.

(5) Subcontracts. Identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate.

(6) Equipment, facilities and special equipment, including tooling.

- (I) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.
- (ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)
- (iii) Identify Government-owned property in the possession of the contractor or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.
- (iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(7) Other Direct Costs (ODC).

- (I) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.
- (ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.
- (iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the contractor's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.
- (iv) Provide dollars per LOE hour on similar contracts or work assignments.

**L.16 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)
(FEB 1991)**

This procurement is being processed as follows:

- (a) Type of set-aside: No Applicable Set-Aside
- Percent of the set-aside: N/A

(b) 8(a) Program: Not Applicable

L.17 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-009.

For informational purposes, EPA's subcontracting goals are as follows:

Small Business	-	30% of subcontract dollars
Small Disadvantaged Business	-	20% of subcontract dollars
Woman Owned Small Business	-	8% of subcontract dollars

L.18 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EP 52.219-130) (SEP 1994)

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDBs and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of the SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege (SDB) firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h).

(c) A Protege must be a small disadvantaged business (SDB) as defined under Federal Acquisition Regulation (FAR) 19.000, and a small business for the purpose of the Small Business Administration (SBA) size standard in the Standard Industrial Code (SIC) applicable to the contemplated supplies or services to be provided by the Protege firm to the Mentor firm. Further, consistent with EPA's 1993 Appropriation Act, socially disadvantaged individuals shall be deemed to include women.

(d) A Protege firm may self-certify to the offeror that it meets each of the eligibility requirements above. The offeror may rely in good faith on a written representation of a business concern that such business concern meets the requirements set forth in paragraph (c). Where there may be a concern regarding the Protege firm's eligibility to participate in the Program, the Protege's eligibility will be determined by the Contracting Officer in consultation with the Small Business Administration.

(e) The offeror shall submit an application in accordance with paragraph (k) as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under their SDB program. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all SDB firms under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by (e) above, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship.

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm, including subcontract opportunities in industry categories where SDBs are not dominant in the offeror's vendor base.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. Costs incurred by the offeror in fulfilling the agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the SIC code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate

the success in the Program.

(v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approval Mentor- Protege agreement the offeror shall promptly give notice of the suspension or debarment to the Office of Small Disadvantaged Business Utilization (OSDBU) and the Contracting Officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in (e) and (f). To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, the offeror will be advised by the Contracting Officer whether their application is approved or rejected. The Contracting Officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), 52.244-2(b)(2)(iii) and 52.244-5. However, price reasonableness must still be determined and the requirements in FAR 44.202- 2(a)(8) and 52.244-2(b)(2)(iv) for cost or price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable on a direct basis to the contract. Unless EPA is the responsible audit agency under FAR 42.703, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program.

The application for the Program shall be submitted to the Contracting Officer, and to the OSDBU at the following address:

Senior Program Office for Direct Procurement
Office of Small and Disadvantaged
Business Utilization
U.S. Environmental Protection Agency
401 M Street, S.W. (A-149C)
Washington, D.C. 20460
Telephone: (703) 305-7305
Fax: (703) 305-6462

L.19 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR

1997)

Agency protests shall be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protestor may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.1(a)(3), any subsequent protest to the GAO must be filed within 10 days of knowledge of the Contracting Officer's adverse decision.

**L.20 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and some or all of its employees while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and EPAAR 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

L.21 QUALITY ASSURANCE (QA) PROGRAM PLAN (EPAAR 1552.246-70) (APR 1984)

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Assurance (QA) program plan setting forth the offeror's capability for quality assurance. The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offeror's general approach for accomplishing the QA specifications in the Statement of Work.

L.22 QUALITY ASSURANCE (QA) PROJECT PLAN (EPAAR 1552.246-71) (APR 1984)

The offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Assurance (QA) project plan which shall describe specific procedures and responsibilities needed to accomplish the QA specifications in the Statement of Work. The project plan shall consist of the following form and content:

- (a) Title page, with provision for approval signatures.
- (b) Table of contents.
- (c) Project description.
- (d) Project organization(s) and responsibilities.
- (e) Quality Assurance objectives for measurement data, in terms of precision, accuracy, completeness, representativeness and comparability.
- (f) Sampling procedures.
- (g) Sample custody.
- (h) Calibration procedures, references, and frequency.
- (i) Analytical procedures.
- (j) Data reduction, validation, and reporting.
- (k) Internal quality control checks and frequency.
- (l) Quality Assurance performance audits, system audits, and frequency.
- (m) Quality Assurance reports to management.
- (n) Preventive maintenance procedures and schedules.
- (o) Specific procedures to be used in routinely assessing data precision and accuracy, representativeness, comparability, and completeness of the specific measurement parameters involved.
- (p) Correction action.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Technical Evaluation Criteria:

A. Demonstrated experience and qualifications (including training) in the following areas of the personnel assigned to the project by the contractor (400 points) (the subcriteria are listed in decreasing order of importance):

1. Development, evaluation, and use of single and multiple analyte

methods for the analysis of pesticides in environmental samples such as water, soil, sediment, and plants and human samples such as tissue and fluids.

2. Development of agenda and training materials for pesticide technical training workshops and organization and presentation of those workshops.

3. Evaluation and use of new and emerging technologies for environmental and human residue analysis.

4. Preparation of technical articles, resource materials and newsletters for publication, including formatting and editing existing analytical methods.

5. Development and implementation of technical databases, including search and retrieval of information from large existing manual and computer-based filing systems and inclusion of that information in new and existing databases.

B. Past Performance (250 points)

The contractor shall be evaluated on the extent to which it demonstrates (based on the information submitted in response to this factor and the Past Performance paragraph of the Section L clause entitled INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS) the following:

1. Quality of product or service - compliance with contract requirements - accuracy of reports - technical excellence.

2. Timeliness of Performance - met interim milestones - reliable - responsive to technical direction - completed on time, including wrap-up and contract administration - no unliquidated damages assessed.

3. Cost control - within budget - current accurate and complete billings - relationship of negotiated costs to actuals - cost efficiencies.

4. Business relations - effective management - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - flexible - effective contractor recommended solutions - business-like concern for Government's interests.

5. Customer satisfaction - satisfaction of end users with the contractors service.

6. Receipt of widely recognized quality awards or certifications.

C. Adequacy and suitability of laboratory equipment and facilities (200 points)(the subcriteria are listed in decreasing order of importance):

1. Capabilities and suitability of conventional and newer state-of-the-art instrumentation and moveable laboratory equipment to handle the environmental, human, and State analytical support tasks for methods development and evaluation, QA/QC, and sample analysis.

2. Capabilities, capacity, and suitability of laboratory facilities (ie - floor space, layout, etc. of physical plant, including fume hoods and

other permanent fixtures) to handle the environmental, human, and State analytical support tasks efficiently, safely, and with high quality.

D. Appropriateness of Quality Assurance (QA) and Safety Plans (150 points)(the subcriteria are listed in decreasing order of importance):

1. Applicability and completeness of the QA and Safety Plans in relation to the Statement of Work.

2. Knowledge of QA and safety procedures and Good Laboratory Practices (GLPs), as demonstrated by the plans.

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK

BACKGROUND:

The Environmental Protection Agency (EPA) requires the registration of all pesticides manufactured for use in the United States. The EPA Office of Pesticide Programs (OPP) has recently announced new Data Reporting Guidelines (DRGs) for Environmental Chemistry Methods (ECMs) required for the registration of pesticide compounds, and many of these ECMs are being forwarded to OPP's Environmental Chemistry Laboratory (ECL) for review and written evaluation, followed by laboratory evaluation of those methods meeting evaluation criteria for the written method. The OPP and ECL expect to receive five hundred to one thousand of these ECMs from the Registrants over the next five years. The OPP requires technical assistance to perform many of these written and laboratory evaluations. Those methods meeting laboratory performance criteria shall require formatting to meet requirements for a proposed ECM manual and distribution of the methods to interested ECM users by both hardcopy and electronic means.

The OPP is charged with technical support to the numerous State and other EPA pesticide laboratories which support the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the newly enacted Food Quality Protection Act of 1996. This support includes quality assurance and audits, technical training workshops, and analytical support to State pesticide and enforcement needs through analysis of samples, duplicates, and confirmation of residues. Additional support to the States includes distribution of validated methods, establishment and distribution of a newsletter reporting on pesticide-related analytical issues and activities common to both the OPP and the States. The OPP requires technical assistance to implement or continue support in these areas.

There is a continuing interest and need among the OPP, the States, and the regulatory community for multi-analyte methods to detect and measure residues of the newer classes of pesticides. The very low application rates of many of these newer pesticides require the newer residue technologies for detection and specificity at low concentrations. The OPP is currently charged with this methods development work, and technical support is required to continue and expand it. This support may extend to the Food Quality Protection Act.

GENERAL REQUIREMENTS:

- For each work assignment issued to the Contractor, a Work Plan, approved by the EPA Contracting Officer, shall be required in accordance with the Contract clause entitled "Work Assignments".
- Where tasks require the provision of a report, draft and final versions are required. Reports are not final until approved by the EPA Project Officer.

SPECIFIC TASKS:

**TASK 1: Select and Independently Test Soil, Water, and Sediment
 Environmental Chemistry Methods (ECMs)**

The Contractor shall independently test soil, water, and sediment ECMs from among those methods evaluated and ranked using a written review and evaluation checklist. Only those methods for which no more than minor deficiencies were identified shall be considered by the EPA Project Officer for laboratory testing. EPA shall consider the resources and equipment available at the Contractor's facility and the needs of the EPA pesticide program in selecting ECMs for testing. The newly arriving ECMs are increasingly employing recently-developed analytical approaches, and laboratory testing shall require these new technologies, including immunoassay, high performance liquid chromatography/mass spectrometer (HPLC/MS), capillary electrophoresis, MS/MS, HPLC with fluorescence and electrochemical detectors as well as conventional technologies such as GC, HPLC, and MS. Numerous laboratory evaluations have been requested by the OPP and, to minimize disruption to this program, the Contractor shall be prepared to move within sixty (60) days of receiving a work assignment to employ both conventional and newer instrumentation and technology as described above.

A Quality Assurance Project Plan (QAPP), prepared according to guidance in the EPA document QAMS-005/80, shall be developed for the Work Assignment and be approved by the EPA, and shall be supplemented by addenda addressing specific requirements of each ECM which deviate from the QAPP. The Contractor shall follow EPA guidelines for independent laboratory testing (see OPP 00405; FRL 4953.5; 04/19/95), adhere to FIFRA Good Laboratory Practices (GLPs; 40 CFR, Part 160), and follow other applicable SOPs as provided by the EPA P.O. or WAM.

For all methods tested, the Contractor shall obtain fully-characterized matrix control materials, as well as analytical standards, reagents, supplies, equipment, and other resources necessary to and specified in the ECMs. The Contractor shall conduct preliminary testing to establish the method, including analytical techniques, detection limits, linearity and calibrations. Appropriate quality assurance/quality control (QA/QC) shall be incorporated into each set of samples, and the methods shall be tested exactly as written without modification. No Contractor employee involved in this testing shall contact the Registrant without specific approval of the EPA P.O. or WAM.

If the method meets the performance requirements and Data Quality Objectives (DQOs) as set forth in the QAPP and related addenda, a report of the methods testing shall be submitted to the EPA P.O. or WAM. If at any point in the methods testing, the method fails to meet the performance requirements or DQOs, the Contractor shall inform the EPA P.O. or WAM to consult on the appropriate course of action. Those actions include 1) a call to the Registrant by the EPA P.O. or WAM; or 2) return of the method to the EPA P.O. or WAM with a status report of the methods testing and difficulties encountered. The EPA P.O. or WAM will provide specific guidance and recommendations for subsequent disposition of the methods testing or reports.

For each method tested, the Contractor shall develop and submit a report documenting the results of the laboratory testing. This report shall address performance of the method and include discussions on method detection limits, limits-of-quantitation, precision, accuracy, specificity, interferences, linearity, and other points identified in the QAPP or ECM. Additionally, the

Contractor shall indicate if the method is practical and rapid and report the time required to carry out analyses on a given number of samples. Secure archive files of these methods tests, including original instrument outputs, shall be maintained by the Contractor, as provided for in the OPP FIFRA-Confidential Business Information (CBI) Manual.

DELIVERABLES:

- QAPP approved by the EPA P.O., WAM, and QAO
- Draft and final reports to the EPA P.O. or WAM on the results from each method test.

TASK 2: Develop and Validate Multi-Analyte Methods for Analysis of Newer Classes of Pesticides in Soil and Water

The Contractor shall develop new multi-analyte methods (MAMs) to detect and measure residues of newer classes of pesticides in soil, water, and sediment. This methods development may extend to expanding the scope or analytical capabilities of existing methods. Preliminary to proceeding with the laboratory phase of MAM development, the Contractor shall perform a literature search and prepare a report, for approval by the EPA P.O. or WAM, identifying existing methods or analytical approaches for the analytes or analyte classes of interest. This report shall also include rationales for new or novel approaches and techniques for the methods work. The report shall contain discussions of advantages and disadvantages, known or expected difficulties, time requirements for the analyses, and analytical performance of the existing methods. The decision of what method(s) are to be used will be made by EPA. The EPA P.O. and WAM will consult with the Contractor to determine approaches to be explored in subsequent laboratory work. The Contractor shall then prepare a study plan for approval by the EPA P.O. or WAM recommending what is to be tested, the matrices, the analytical approaches, the Data Quality Objectives (DQOs;- limit-of-detection/limit-of-quantitation, accuracy, precision, specificity, etc.), anticipated difficulties and options for overcoming them, and a schedule for this work. Other sampling or analytical issues may surface such as analyte stability and storage. The Contractor shall provide all needed supplies, equipment, and instrumentation. Where special requirements exist, the EPA may supply some of the characterized matrices and analytical standards. The EPA expects that several areas of the MAM work will involve use of newer technologies such as HPLC/MS, capillary electrophoresis, ASE (Accelerated Solvent Extraction), and microwave extraction, in addition to conventional trace residue approaches.

The OPP, as a member of an active workgroup, is currently participating in MAM development applicable to residues of sulfonylurea and imidazolinone herbicides in soil and water. The Contractor shall be required to conduct related technical and laboratory-based methods work as agreed to by the EPA P.O. and WAM. The Contractor shall expect this work to involve conduct of some independent laboratory validations of MAMs presented to the Workgroup by other Workgroup participants. To minimize adverse impact on OPP's and the Workgroup's schedules and objectives, the Contractor shall be prepared to commence this methods work within sixty (60) days of award of the work assignment. As required by OPP and Workgroup schedules and methods demands, the Contractor shall have a representative present at meetings called by the

Workgroup to present results from relevant methods work and to participate in technical discussions.

As work evolves, status reports may be required to update and document progress. Draft and final versions of completed MAMs are required, formatted according to EPA guidelines or Workgroup conventions agreed to by the EPA P.O. and WAM. Some of these methods may be appropriate for publication in technical journals, and the Contractor may be requested to prepare those methods for publication. If required, the Contractor shall also review and provide comments on MAMs from other Workgroup participants.

DELIVERABLES:

- Report - identify existing methods or analytical approaches
- Study Plan
- Final version of completed MAMs in EPA format

**TASK 3: Implement and Conduct a Program of Performance-Evaluation (P-E)
Exercises for State Pesticide Laboratories**

Working with guidance from the EPA P.O. and WAM, the Contractor shall develop a Plan for implementing and conducting a P-E exercise program to support quality assurance (QA) work at the State laboratories. Additional guidance for this Plan shall come from EPA experience-based approaches and protocols, from initial assessments of State laboratory requirements, from the Contractor's successful experience-based approaches, and from widely accepted approaches supported by the American Chemical Society (ACS) and the AOAC International. The Plan must be approved by the EPA P.O. and WAM. The Plan shall address methods and procedures for obtaining certified standards materials, confirming identities of the analytes, preparing and verifying the concentrations of standards and spiking solutions, distribution of the standards or solutions, reporting of results from participating laboratories, statistical methods and criteria for evaluating and reporting these results, documentation of all information, and safe handling and shipping of reference and spiking materials.

Initial assessments and determination of specific laboratory requirements shall be accomplished through teleconferences, attendance at State-Federal meetings, and on-site visits to selected laboratories. This information shall be incorporated into the Plan. The Contractor, in consultation with the EPA P.O. and WAM, shall develop a schedule for conducting these exercises and append it to the Plan. The Contractor shall plan to eventually conduct one exercise each quarter, with sixteen to twenty laboratories expected to participate in each exercise. In the initial year of the contract, the Contractor shall plan to conduct only two of these exercises with 10 -15 laboratories participating. While the laboratory-related activities of these exercises shall be carried out at the Contractor's facilities, some spiking standards and solutions may be required to be shipped to the OPP/Environmental Chemistry Laboratory (ECL) for verification of the concentrations of the analytes by chemists at the ECL.

Reports on the results from these exercises shall include critiques of individual laboratory performance to include analytical methodology, in-house

QA/QC, statistical evaluations, and suggestions for improving performance.

DELIVERABLES:

- P-E program Plan
- Reports of results from and Contractor's evaluations of each P-E exercise conducted

TASK 4: Conduct Technical Workshops to Train State Pesticide Analytical Staff in Current Pesticide Methods and Issues

Working with guidance from the EPA P.O. and WAM, the Contractor shall develop a plan and agenda for arranging and conducting technical training workshops to respond to the needs of the State pesticide laboratories. The sites for these workshops are expected to be at cooperating State pesticide laboratory facilities to be determined following site visits to prospective laboratory facilities. It is anticipated that one technical training workshop will be held during the initial year of the contract and two workshops for each year thereafter.

As directed by the EPA P.O. or WAM, the Contractor shall contact management representatives of the participating State laboratories to determine their training needs. The areas of both product chemistry methods and residue methods, application of new analytical techniques or technologies and related hands-on exercises and demonstrations, and new or updated regulatory issues shall be among the needs assessed. The training needs shall be developed into the course content and agenda for the workshops. Each workshop is expected to last for four to five days and accommodate 30-40 attendees at each. Guest speakers shall be arranged for and include experts in the subject techniques and regulatory issues, and technical representatives from instrument and equipment manufacturers. (EPA may issue invitational travel orders for guest speakers. It is prohibited by law to use contract appropriated funds to pay for travel, transportation and subsistence expenses associated with meetings for individuals who are not Government employees.)

The Contractor shall be responsible for providing knowledgeable and capable instructors and workshop staff, for preparation of all workshop training materials including manuals, hand-outs and presentation media, and for obtaining training aids, equipment and supplies not otherwise made available at the workshop sites. All training materials shall be approved by EPA. Consulting with the EPA P.O. and WAM, the Contractor shall coordinate scheduling, the workshop formats, and any other on-site needs with representatives of each facility hosting a workshop. The Contractor shall also handle administrative responsibilities associated with the workshops such as workshop announcements, registration, and information on local accommodations and transportation. (The contractor shall not arrange for accommodations or transportation under this contract.)

A final report for each workshop, covering all workshop activities, shall be prepared by the Contractor. A form on which attendees can critically evaluate each workshop shall be developed by the Contractor, and the results of the evaluations shall be included in the final report.

DELIVERABLES:

- A Plan and agenda for each workshop
- A final report for each workshop.

TASK 5: Provide Analytical and QA Support to State, EPA Region, and Other EPA and Government Pesticide Programs

As State, EPA Regional, and other governmental laboratories come to OPP with requests for analytical support, the EPA P.O. or WAM will contact the Contractor with information on the type of program involved, kind of support requested, and the urgency of that support. When specific information and needs are known, the Contractor shall prepare a short report for the EPA P.O., addressing estimated resources, time, equipment needs and other salient factors such as expected difficulties. The Contractor shall work through technical issues and concerns with the requesting laboratory, keeping the EPA P.O. informed. Analytical work anticipated for this task extends to backup sample analyses, duplicate and confirmational analyses, and performance of all analytical work on small projects involving no more than 20 samples. The work may also involve support to the State laboratories' QA programs through audits of selected in-house programs and independent validation of methods developed by the State laboratories. The EPA anticipates that conventional instrumentation for trace residue analyses shall be required, and GC/MS and HPLC/MS also.

A Quality Assurance Project Plan (QAPP) is required for this task, adhering to OPP QAPP requirements, including compliance with FIFRA Good Laboratory Practices (GLPs). The QAPP must be approved by the EPA P.O., WAM, and QAO. A QAPP addendum may be required for each different project. Some work can be expected to involve enforcement samples requiring strict chain-of-custody procedures. Internal audits of each completed individual project are required.

The Contractor shall prepare complete reports of analytical work on a project and maintain secure archived files, including analytical data and instrument outputs. Final results shall be forwarded to the State laboratories through the EPA P.O.

DELIVERABLES:

- Interim reports as required
- A QAPP approved by EPA
- A final report for each individual project

TASK 6: Provide Support to the Environmental Chemistry Methods (ECM) Program

As ECMs are received by the OPP, many will be referred to the Environmental Chemistry Laboratory (ECL) for possible laboratory evaluation. Each of the ECMs must first be reviewed and checklist-evaluated (see Standard

Evaluation Procedure, SEP; (Attachment 8) to determine that the ECM meets criteria for laboratory evaluation, including analytical principle, unambiguous and complete procedures, documented quality control and method performance, and availability of specified equipment and standards. As requested by the EPA P.O. and WAM, the Contractor shall perform the checklist evaluation and ranking for suitability of laboratory testing according to EPA's established procedures. Some ECMs may require searches, according to established procedures, of Master Record Identification Document (MRID) files at OPP offices in Crystal City, VA. As the OPP receives requests from the States and other regulatory entities for these ECMs and other product chemistry and residue methods, the Contractor shall distribute those requested methods according to procedures to be developed by the Contractor and approved by the EPA P.O. or WAM.

As laboratory evaluations are successfully completed on these ECMs, many will be selected, by the EPA P.O. or WAM for publication in a proposed ECM manual. Some of these ECMs will have publication restraints involving, for example, FIFRA-CBI claims, author and publisher rights. The Contractor, using their own and existing procedures, shall work to obtain publication clearances.

The Contractor shall track progress on the ECM searches and methods distribution and compile data from searches and checklist evaluations into existing databases and reports. For those ECMs checklist-evaluated and ranked, an ECM report shall be prepared and shall contain information on the pesticide name, Registrant, CAS number, MRID number, FIFRA guideline number under which the related study was conducted, and a summary of the analytical method and performance data. The EPA will provide the format for this report. Two existing reports, the Index and Inventory Report and the Product/Registrant Correlation Report, shall be updated according to existing format and procedures to be provided by the EPA. An existing database, readable in Paradox 5.0, shall also be updated with information from all ECMs received and checklist-evaluated by the Contractor.

DELIVERABLES:

- Reports of ECM searches, checklist-evaluations
- Updates to existing inventory report, correlation report of pesticide products by Registrant, and database readable in Paradox 5.0.

TASK 7: Reformat ECMs for Proposed EPA ECM Methods Manual

The Contractor shall reformat, according to existing requirements, ECMs selected by the EPA P.O. or WAM for inclusion into a proposed ECM manual. For a copy of the format STYLE GUIDE and an example of a reformatted method, (see Attachment 7). All reformatted methods shall be delivered to EPA both in hardcopy and on computer diskette in WP5.1. Chromatograms and instrument traces shall be provided in hardcopy only. The EPA estimates that 100-200 ECMs will require formatting. Minor changes to the existing format may be required to accommodate future changes which may be needed when the proposed ECM manual nears final form and publication.

DELIVERABLES:

- Formatted ECMs in both hardcopy and on diskette in WP 5.1

TASK 8: Develop and Validate Methods for Human Exposure to Pesticides

The Contractor shall develop and validate new and existing human exposure monitoring methods. This methods work is expected to involve qualitative and quantitative methods for single and multiple analytes, including pesticide metabolites, degradates, and contaminants. The Contractor shall expect some of the methods work to involve newer analytical approaches and techniques such as immunoassay, capillary electrophoresis, bioassays, biosensors, liquid chromatography/MS (LC/MS), MS/MS, and capillary zone electrophoresis/MS (CZE/MS). Matrices which are of interest to the OPP include human tissues and fluids, clothing, and household and farm apparatus such as equipment supporting mixing, application and disposal of pesticides and pesticide solutions. The EPA expects that the Contractor shall be asked to develop, evaluate, or validate at least one method each year. Final approval of the method to be developed will be made by EPA.

DELIVERABLES:

- A study plan for each method requested by the EPA P.O. or WAM
- Final versions of each method in EPA-specified format

TASK 9: Design, Develop, and Implement Laboratory Projects to Support the OPP and Other EPA Pesticide Programs

Subject to final approval by EPA, the Contractor shall develop new ecological exposure methods and modify existing methods. This methods work is expected to involve qualitative and quantitative methods for single and multiple pesticide analytes, including metabolites, degradates, and contaminants. The Contractor shall expect some of the methods work to involve newer analytical approaches and techniques such as immunoassay, capillary electrophoresis, bioassays, biosensors, LC/MS, MS/MS, and CZE/MS. Matrices which are of interest to the OPP are soil, water, plants, wildlife, and air. The EPA anticipates that the Contractor shall be requested to develop or validate at least one single or multiple analyte method each year.

The Contractor, subject to approval by EPA, shall also design, develop, and implement ecological exposure monitoring studies to determine the environmental impact of exposure to one or more pesticides. The EPA's needs may include field dissipation and accumulation studies, soil metabolism, mobility, hydrolysis, and photolysis studies, and soil dislodgeable and foliar residue studies. Some of the studies may be high priority projects to reconcile manufacturer's claims with the OPPs registration/re-registration requirements, or special reviews or negotiated settlements with the Registrants. Those studies shall also be capable of evaluating ecological effects of multiple routes of exposure. The EPA anticipates that the Contractor shall be requested to design, develop, and implement at least one study each year.

DELIVERABLES:

- A study plan for each method or monitoring study requested by the EPA P.O. or WAM
- A final version of each requested method in EPA-specified format
- A final report of the results from each requested monitoring study

TASK 10: Identify, Evaluate, and Test Emerging Technologies for the Detection, Identification, and Measurement of Pesticides and Related Metabolites, Degradates, and Contaminants

New and emerging technologies are continually being developed by instrument manufacturers, universities, and other technology-oriented companies for the identification and measurement of pesticides and pesticide-related compounds in food and environmental matrices. The OPP needs for these new technologies to be identified, evaluated, and in some cases, tested for accuracy, precision, specificity, selectivity, and sensitivity.

To identify these new technologies for the OPP, the Contractor shall search scientific journals, magazines, and newsletters for relevant information on these new technologies. The Contractor's search shall extend to attendance at a national technology-oriented conference such as the Pittsburgh Conference, and to direct communications with other scientists in the public and private sectors who are engaged in relevant research, development, and testing of emerging technologies. The technologies and information identified and collected from these sources and contacts shall be summarized into executive reports for the EPA Project Officer.

The EPA P.O. will provide guidance on the technologies for which additional information and more detailed reports shall be developed by the Contractor. Those technologies that are highly relevant to OPP's needs for multi-analyte pesticide determinations and which show evidence of meeting performance requirements in the Pesticide Assessment Guidelines (subdivisions D, E, K, N, O, or U) may be referred to the Contractor for laboratory testing on matrices or commodities appropriate to the specific guideline area. Technologies that meet the guidelines and other performance requirements shall be developed into methods prepared according to EPA/OPP method formats identified in the relevant Pesticide Assessment Guidelines. Single analyte technologies highly relevant to OPP's needs shall be subjected to the same evaluation, testing, and method development requirements as the multi-analyte technologies, but with a lower priority.

DELIVERABLES:

- Reports of technology identification search results
- Study plan and schedule for accomplishing that testing for each technology referred to the Contractor
- A report, for each technology tested, of the test results, and a formatted method for each technology successfully tested on a matrix or commodity

TASK 11: Design, Develop, and/or Implement a National and/ or International Pesticide Chemistry Training Program

The Contractor shall design, develop, and/or implement a National and/or International pesticide chemistry training course subject to final approval by EPA. This course shall accommodate individuals who speak English and have academic degrees in chemistry or the equivalent of 30 semester hours in chemistry. The training course shall offer classroom and laboratory training at three different levels.

Level 1: Basic classroom and laboratory training in pesticide chemistry

This level of instruction includes a semester in the fundamentals of pesticide chemistry, and a semester in instrumentation to include GC and HPLC and other conventional analytical techniques using basic detectors to identify and measure pesticides. The course design shall recognize culturally diverse requirements to allow individuals to understand the fundamentals of product, environmental, and food analysis.

Level 2: Intermediate classroom and laboratory training in pesticide chemistry

This level of instruction requires the individual to have taken the basic course described in Level 1 or to demonstrate training in that area. This course will be a two semester classroom and laboratory course offering more advanced concepts and techniques in pesticide chemistry. The laboratory part of the course shall offer a full array of GC and HPLC detectors including GC/nitrogen phosphorus detectors (NPD), GC/flame-photometric detector (FPD), electrolytic conductivity detectors, halogen-specific detector (XSD), and HPLC/diode array, fluorescence, photo-conductivity detector (PCD), and electrochemical detectors, and an introduction to mass spectrometry. Instruction shall emphasize sample preparation procedures, including extraction, derivatization, and cleanup.

Level 3: Advanced classroom and laboratory training in pesticide chemistry

This course requires the individual to have taken the intermediate course described above or to demonstrate training in those areas. This course shall consist of two full semesters of classroom and laboratory instruction offering more advanced concepts and techniques. The laboratory portion of the course shall review fundamentals of mass spectrometry and proceed to the more advanced mass spectrometric concepts of single stage quadrupoles, ion traps, mass selective detectors (MSD), and coupled analyzers such as GC/MS and LC/MS using EI and CI. If time and circumstances permit, the Contractor shall introduce magnetic sector and multi-stage mass spectrometry.

A final report for each course, covering all activities, shall be prepared by the Contractor for approval by EPA. A form on which

attendees can critically evaluate each course shall be developed by the Contractor and approved by EPA. The results of the evaluations shall be included in the final report.

DELIVERABLES:

- An outline of the classroom and laboratory course content, with proposed schedules and locations for each course
- Estimates of the costs for each course
- A final report for each course

TASK 12: Support State laboratories via a Newsletter

The Contractor shall establish, write, edit, and distribute among State and OPP pesticide laboratories a newsletter reporting on analytical activities and issues of interest to the laboratory network. Each edition of the newsletter shall be approved prior to its distribution. Working with information from contacts with the State laboratories, regulations issued by the EPA and OPP, and attendance at State/OPP meetings and other sources, the Contractor shall prepare a plan for format, content, technical contributors to, and distribution of the newsletter. Electronic distribution shall be considered in addition to printed copy. The Contractor shall expect that the newsletter will evolve into a quarterly edition. The newsletter will neither establish nor interpret EPA policy nor speak for the Agency on any EPA policy issues. Each edition shall clearly state that the newsletter neither establishes nor interprets EPA policy nor speaks for the Agency on any EPA policy issues.

DELIVERABLES:

- A plan for establishing and distributing the newsletter
- Quarterly editions of the newsletter

ATTACHMENT 2

ENVIRONMENTAL CHEMISTRY METHODS MANUAL STYLE GUIDE

ENVIRONMENTAL CHEMISTRY METHODS MANUAL

Style guide

November 17, 1994 - rev 0

This document describes the format for preparing methods for the ECM Manual. Environmental Chemistry Methods (ECMS) are prepared in a style similar to methods presented in the Pesticide Analytical Manual, Vol. II using a concise, narrative style that provides all experimental details required to perform the procedure. The methods should also include sample chromatograms and performance data. ECMs should not repeat general information presented in the introductory material or the technical appendices of the manual.

Electronic format - ECMs are to be printed as hardcopy and provided in WordPerfect 5.1 electronic files.

Font - ECMs will be printed in 10 pitch prestige elite font.

Margins - One inch for top, bottom, right and left.

Length of the methods - generally 8 to 14 pages.

Level of detail - ECMs are intended for use by experienced environmental professionals. They are not intended as educational primers for basic laboratory techniques.

Must versus should - The words "must" and "shall" denote mandatory activities; "may" and "should" denote recommended activities. The words "may" or "should" are generally used in ECM narratives.

Sentence construction - Text should be in the form of simple declarative sentences. Active voice in the present tense should be used whenever possible. Standard english grammar and abbreviations described in the ACS Style Guide should be used in writing methods. Plural forms of acronyms should not include apostrophes (e.g., PCBS). Hyphens are used to link two or more words into a single-term modifier for an object term (e.g., 25-mL volumetric flask). Do not use hyphens in phrases that do not modify an object (e.g., transfer 25 mL of the supernatant). Do not use contractions.

Most text in ECMs is to be written as paragraphs rather than as numbered subsections (i.e., narrative rather than SOP style). With the exception of the "Apparatus and Reagents" section of the methods, all text is to be written in complete sentences

Page Headers - Each page of each method will be printed with a two column header similar to the header of this document. The header is prepared using the WordPerfect column setup; column 1 of the header is 4 inches wide and column 2 of the header is 2.5 inches wide. Column 1 of each method header includes the name "ENVIRONMENTAL CHEMISTRY METHODS MANUAL" on the first line and the date/revision number of the method on line two. Printing the release date and revision number of the method should facilitate identification of the most recent version of an ECM. Column 2 of the header provides the name of the parent pesticide using IUPAC nomenclature.

Page numbering - Each page of the method will be numbered on the bottom center of each page. The page number will be preceded by the name of the compound and the classification of the method. Methods will be classified using a letter code describing the matrix suitability of the method, suitability of the technique for

analyzing parent pesticides and metabolites as well as the amount of laboratory testing performed on the method.

- matrix W = water
 S = soil
 Se = sediment
- analytes po = parent compound only
 pm = parent and metabolites mo = metabolites only
- method testing sa = single analyte, tested by the registrant only
 sb = single analyte, tested by the registrant and the EPA
 sc = single analyte, subject of interlaboratory testing
 mb = multianalyte, tested by the EPA
 mc = multianalyte, subject of interlaboratory testing

Examples of method classifications:

- W.po.sa - water method for parent compound only tested by the registrant (single analyte)
- S.pm.mb - soil method for parent and metabolites tested by the EPA (multianalyte).

Page numbering will be accomplished using the WordPerfect format menu. Access to the Format menu require the following keystrokes: [shift][F8], Page [2], Page number [6], and Page number style [2]. Then type in the name of the compound.classification[space]-[space] [return]. Start the method summary as page i; the page with the Method Name and author is page 1.

Use of bold attributes or exclamatory sentences - Cautionary notes and warning statements may be emphasized in the body of the manual. However, use of such presentation techniques should rarely be employed when preparing ECMS.

Underlining - Sections underlined in the "Method Contents" section of this document should also be underlined in the ECMs themselves. All underlined headers are set off from the body of the manual with one blank line. The exceptions to setting off underlined text is (1) listing of the author (2) listing the registrant, (3) items listed in the "Apparatus and Reagents" section, and (4) the types of solutions described in the "Preparation of Standard Solution" section.

Tabs and indents - The first sentence of each paragraph is indented 0.5 inches. A [tab] is used to begin each entry when typing the individual items listed in the "Apparatus and Reagents" section.

Tables - Performance data are presented in WordPerfect tables. Tables must be numbered and include a header that clearly identifies the table and its contents. Each column of the table must clearly identify its contents. Footnotes should be used when required to clarify the contents of tables using lower-case letter superscripts.

Figures - Example chromatograms and illustrations of specialized laboratory equipment should be included with ECMS. Copy quality of all figures and chromatograms must be sufficiently clear to allow

copies to be prepared from the ECM. A caption must identify each figure or chromatogram. In general, individual figures and chromatograms should not occupy a full page of the method. Scanned (at least 300 dpi) images are acceptable but not required.

Structures - Chemical structures should be prepared using commercial software packages, a chemistry stencil, or commercial transfer packages. Copy quality must be clear and undistorted. Permission to reproduce structures from other documents or publications should be obtained and included in the submission to the EPA. Use of structures drawn freehand is not acceptable.

Chemical names - Compound names of reagents are to be written out rather than presented as empirical formulas or acronyms (e.g., sodium sulfate, not Na₂SO₄). An exception is made with standard environmental acronyms such as DDT. CAS numbers should also be provided for chemicals that are not standard laboratory reagents.

Method contents - Methods will be prepared in 16 sections. Whenever possible, the sections of this style guide have been prepared according to the ECM format. Individual sections of the methods will not be numbered in the manual but have been numbered using the redline attribute) in this style guide for clarity.

1. Summary, EPA comments and limited performance data (2 pages)

Each method will be preceded with a two page summary section that describes the technique, lists EPA comments and provides the performance data obtained during EPA testing (pages i and ii).

Page i includes the chemical structure (centered below the header), synonyms of the analyte (left justified), a blank line, the CAS # (left justified), a blank line, the registrant and address, a blank line, a method summary, a blank line, the lowest fortification level used during method testing, a blank line, the sample matrix to be analyzed, a blank line, and the detection limit reported by the registrant or the lowest level of fortification providing acceptable method performance during method testing.

Page ii starts with a subheader "EPA COMMENTS" (centered) followed by two sections and a table of recoveries. Recovery Studies (EPA) (left justified and set off with a blank line) describes the level of fortifications, analytical equipment (make and model), and the estimated time to complete the analysis of 4 to 8 samples. Analytical Notes EPA (left justified and set off with a blank line) describes any analytical difficulties or specific method parameters that must be controlled during analysis. The performance data obtained by the EPA are presented in Table 1. This table provides the fortification levels, number of replicates at each level, % recovery and relative standard deviation (RSD). This section also includes a description of the sample matrix used during EPA studies.

Table 1. Recovery of analyte from the matrix (EPA)			
Amount added	Replicates	% Recovery	RSD

2. Method Title

Page 1 provides the method name (centered) which is to be based on the analytical technique, the name of the target compound, and the sample matrix. The name of the author (centered) is to be separated from the title of the method by one blank line. The source of the method (centered) lists the registrant and

address of the laboratory where the method was developed.

An example of the method title:

High-Performance Liquid Chromatographic Determination of
Chlorimuron-Ethyl Residues in Water

J.L.Prince
E.I. du Pont de Nemours & Co., Inc.
Agricultural Products Department, Research Division
Experimental Station
Wilmington, DE 19898

3. Principle

This section provides a description of the procedures used to extract, cleanup, derivatize and analyze samples using the method. The narrative identifies all solvents, solvent mixtures, extraction techniques, cleanup procedures, and analytical equipment required to complete the analysis of the sample matrix. It does not provide specific experimental details including the amount of sample required, volume of solvent employed, or the catalog numbers of equipment/instrumentation.

4. Apparatus and Reagents - Apparatus and Reagents are listed under separate subheadings using brief descriptions that are not in the form of complete sentences. The description of equipment provides the manufacturer, model, and any attached subassemblies (e.g., a column oven). The description of apparatus provides its dimensions and catalog number. Standard solvents of the same purity (e.g., HPLC grade) may be listed under one subheading without catalog numbers. Separate entries are used to describe the mixtures of solvents used for analysis (e.g., the HPLC mobile phase) along with their combining ratios. Analytical standards are to be identified using the name of the compound with the name and address of the supplier. Examples of lists of apparatus and reagents:

Apparatus

(a) Liquid chromatograph. - DuPont Model 850 equipped with controller (PN 861306-900), pump (PN 861006-000), and column oven (PN 851100-901) (DuPont Analytical Instrument Division, Wilmington, DE).

(b) Centrifuge tubes. - 15-mL (Fisher Scientific No. 05-53835B).

Reagents

(a) Solvents. - Cyclohexane, hexane, isopropanol, methanol, and methylene chloride, HPLC grade (Fisher Scientific).

(b) HPLC mobile phase. - Hexane-isopropanol-methanol-glacial acetic acid-water (750+125+125+2+1).

Individual items are to be typed into this section using these keystrokes: [tab] (a)[space][space]name of the item. The name of the item is separated from its description using the keystrokes [period] space-[space]. Each individual entry ends with a period.

5. Preparation of Standard Solutions

Stock solution. - The instructions for preparing the stock standard solution should include the amount of neat compound used, the solvent added, and the vessel used to prepare the stock solution (e.g., a 100-mL volumetric flask). The section should provide instructions for storing the stock solution (e.g., 4°C in an amber bottle) and the maximum storage time for the stock solution. The section is also to include the concentration (e.g., µg/mL) of a properly prepared stock solution. The paragraph is started with the term, "Stock solution. - 11, which is not to be set off from the body of the method with a blank line.

Working solutions. - The instructions for diluting the stock solutions should include the amount of stock solution required, the technique used to deliver the aliquot of stock solution, the solvent(s) used for dilution and the vessel used to prepare the working solutions) (e.g., 100-mL volumetric flask). if appropriate, additional instructions for preparing serial dilutions should also be provided. The section should provide instructions for storing the working solutions (e.g., 4°C in amber bottles) and the maximum storage time for working solutions. This paragraph should also include the purpose for preparing the working solutions (e.g., calibration standards and fortification standards) The paragraph is started with the term, "Working solutions. - ", which is not to be set off from the body of the method with a blank line.

6. Fortification of Recovery Samples

Whenever possible, fortification levels used in EPA tests should be described in this section. ECMs are generally tested by the EPA using a sample set of four replicates fortified with the target analyte(s) at each of three concentration levels. The lowest fortification level corresponds to the method detection limit (LOD) reported by the registrant. The mid-point fortification level corresponds to the [lower] limit of quantitation (LOQ) or, in the absence of a method defined LOQ, the lowest level validated by the registrant. The high-point concentration is ten times the method LOQ (10 X LOQ). In the event that the registrant's method does not define the MDL, a low-point value of one-third the LOQ is used unless contraindicated during preliminary EPA studies.

When no EPA testing of the ECM was performed, fortifications employed during registrant testing are described in this section.

7. Extraction

This section provides a complete description of the procedures used to extract the target analytes from the sample. Details include the size of the sample to be extracted and any techniques used to prepare the sample prior to extraction (e.g., grinding or filtration). The instructions should include the identity and the volume of the extraction solvent(s) and the conditions used for accomplishing the extraction (e.g., temperature, time, agitation rate, and extraction device).

If filtration is employed after extraction, this section provides specification of the filtration media, the size/type of the funnel, the eluting solvent and the type of filtration (i.e., gravity versus vacuum).

This section should also include instructions for reducing the volume of solvent prior to cleanup or analysis. The instructions should provide the apparatus used for evaporation, the temperature of the water bath and the final volume of the extract.

This section (rather than Cleanup) should provide a description of any solvent drying steps (e.g., sodium sulfate) or solvent partition steps employed during sample extraction.

This section should also include any requirements for extracting samples within a specified holding time.

Details of the extraction procedure can be written using a paragraph format or in the form of individual steps when required for clarity. The individual extraction steps should be identified using letters (e.g., [a], [b],)- In either case, all text should be in the form of complete sentences and each first line should be indented with a [tab].

8. Cleanup

This section provides a description of any procedures employed to remove interferences from sample extracts prior to analysis. Specific instructions include preparation of cleanup media, the setup of open columns and a description of the solvent delivery system. Details should include column washing procedures and the identity and volume of elution solvent(s). The cleanup section should also include required solvent evaporation and filtration steps employed prior the analysis.

The cleanup section should also provide the storage conditions for the extracts prior to analysis. In addition, the section should include any requirements to analyze extracts within a specified holding time.

Details of the cleanup procedure can be written using a paragraph format or in the form of individual steps when required for clarity. The individual cleanup steps should be identified using letters (e.g., [a], [b], ...). In either case, all text should be in the form of complete sentences and each first line should be indented with a [tab].

9. Derivatization

This section provides experimental details for preparing derivatives of analytes prior to chromatographic determination. These details include the derivatization reagent and the reaction conditions used to prepare the derivative (solvent volumes, temperature, time and reaction vessel). In addition, the section should provide a description of any filtration, partition and solvent reduction steps used after derivatization.

The derivatization section should also provide the storage conditions for the derivatives prior to analysis. In addition, the section should include any requirements to analyze derivatives within a specified holding time.

Details of the derivatization procedure can be written using a paragraph format or in the form of individual steps when required for clarity. The individual derivatization steps should be identified using letters (e.g., [a], [b],....). In either case, all text should be in the form of complete sentences and each first line should be indented with a [tab].

If derivatization is not required, this section of the method should remain in the document. The text of the section should read "None required".

10. Analysis

The header of this section provides the name of the specific technique employed for analysis (e.g., High Performance Liquid Chromatography, Gas Chromatography/Electron Capture Detection, or Gas Chromatography/Mass Spectrometry) used during analysis. This header is set off from the body of the section with a blank line.

The section provides the name and model of the instrument as well as the instrument sensitivity required to achieve the desired lower detection limit. Analysts should be provided with specific information for achieving the required instrument sensitivity including obtaining a stable baseline, maintaining the detector,

selection of lamps, and recommended instrument warmup time.

The chromatographic conditions for achieving separations are also to be provided in this section. If different conditions were employed by the registrant and the EPA, those conditions should be presented in newspaper column format. Examples of chromatographic conditions specified for HPLC and GC are presented here:

GC

description of the column,
carrier gas, flow rate, initial
temperature, temperature
program, detector, makeup gas,
detector temperature, injection
volume, analyte retention time.

HPLC

description of the column,
initial mobile phase, flow rate,
column temperature, solvent
program, detector, detector
conditions, injection volume,
analyte retention time.

11. Calculations

This section provides the expressions used for calculating the concentration of target analyte in the sample. Each equation used to perform calculations should be centered and should be set off from the body of the section with one blank line. Equations may be entered into the document using the normal typing mode or by using the WordPerfect equation editor. A complete list of terms used in the equation and their definitions must be provided.

12. Performance Data (registrant)

This section reports the limit of detection (LOD) and limit of quantitation (LOQ) for the method if established by the registrant. The section also provides the method performance data reported by the registrant (in Table 2). Without an LOD or and LOQ, one must assume a limit of determination based on the registrant's lowest fortification level. This section should also include a description of the sample matrix used for recovery studies.

Table 2. Recovery of analyte from the matrix (Registrant)			
Amount added	Replicates	% Recovery	RSD

13. Chromatograms

This section requires no text. Captions and legends of the chromatograms should identify the type of sample (i.e., blank, calibration standard or fortified sample) and the detector multiplier. The peak produced by the analyte should be clearly identified on each chromatogram. Individual chromatograms should not occupy a full page of the method.

14. QA/QC

This section provides method specific quality control and quality assurance procedures. This section should not repeat general measurement QA/QC considerations presented in standard references or the

appendices of the ECM Manual.

15. Confirmatory Method

If the registrant provides a confirmatory method for the target compound(s), this section provides the experimental details for that confirmatory analysis. Confirmatory analysis may include the use of a dissimilar column for GC analysis or use of a dissimilar column/solvent for HPLC analysis. Confirmatory analyses are not generally employed for methods based on mass spectral determinations.

16. User comments

This section provides comments on the method provided by registrant, the EPA and users of the ECM Manual.

ATTACHMENT 3

STANDARD EVALUATION PROCEDURE (SEP) FOR REVIEWING ENVIRONMENTAL CHEMISTRY
METHODS (ECMS)

Revision No: 3
Effective Date: 11/22/96

**STANDARD EVALUATION PROCEDURE (SEP)
FOR REVIEWING ENVIRONMENTAL CHEMISTRY METHODS (ECMs)**

I. Background

Under FIFRA, OPP/BEAD, in conjunction with OPP/EFED, is implementing a new Environmental Chemistry Method (ECM) Program dealing with the review and evaluation of analytical methods submitted by registrants in support of studies associated with ecological effects, exposure and environmental fate of pesticides required by Pesticide Assessment Guidelines (40 CFR158-Subdivisions E,N,and K). In addition to the methods, the registrants provide overall performance data (precision, accuracy, detection/quantitation limits), as well as raw data, standards and chromatograms, etc., from a representative analysis using the method. EPA/ECS will review many of these and also perform lab evaluations on some of them.

II. Scope

ECS administration and the analysts will use this SOP as a guide in the review of ECMs received in this program.

III. Purpose

The purpose of this SEP is to establish an organized and uniform procedure by which ECMs and their data can be reviewed.

IV. Procedures

A. Method Assignment

1. The section chief will assign an ECM to a reviewer.
2. He will provide the reviewer with an ECM data package which contains the following:
 - ° copy of the EFED Letter of Request
 - ° copy of the ECM
 - ° the *ECM Tracking Form*
 - ° the *SEP Checklist* (See Attachment 1).

B. Method Review

1. The reviewer will scan the ECM to determine if any major portions of the methodology or validation data are missing. If so, the reviewer should contact the person at EFED who requested the method review to ask for the missing information. If the EFED staff person is unable to supply the needed information, the reviewer should discuss with the EFED staff person, who should contact the registrant, the EFED staff person or the method reviewer.
2. If it is decided that the ECS reviewer should contact the registrant,

the reviewer will record the content of those conversations and the date on which they occurred in a log book. If communication with the registrant is written, the reviewer will keep a file of the written communications with the ECM data package.

3. The reviewer completes, signs, and dates the checklist (Attachment 1) as instructed in the Instructions for the completion of the ECM SEP Checklist listed in Section C. of this document.

4. The analyst will then give the copy of the ECM, the Letter of Request, the completed *ECM Tracking Form*, the completed *SEP Checklist*, and a copy of any written communications with the registrant to the section chief as described in the SOP.

C. Instruction for the completion of the *ECM SEP Checklist*

Section I

A. This should include the date, revision number, and any other numbers that may be used to reference the method.

B. The ECM index numbers will be in the following format:

ECM0001W1

The first 7 places of the number will be the primary number, and be assigned by the ECM Coordinator. The primary number will appear on the *ECM Tracking Form* accompanying the ECM.

The reviewer will assign the last two places of the index number. These two places attached to the primary ECS number (first 7 places) will form a unique code for each matrix and analyte which has been validated.

The eighth place will designate the matrix of the method. The letter "W", will represent a water method, the letter "S", a soil method, and the letter "E" a sediment method. More letter codes will be developed if needed.

The ninth number will differentiate between analytes, if more than one analyte is validated. The parent compound would be indicated by a "1", and any degradates by an ascending higher number. If there is no parent and the analytes are all degradates, the numbering should begin with a "2", with additional degradates receiving ascending higher numbers. The reviewer will assign these numbers.

If an ECM is being reviewed and evaluated for one matrix but several analytes and much of the information for the different analytes is the same, it is possible to use one checklist and make separate entries for the individual analytes where needed. In such a case, it is important that the reviewer list the analyte ECM number for each degrade being

evaluated on the checklist wherever the ECM number is requested.

The reviewer will complete a separate SEP Checklist for each Environmental Chemistry Method. This means a separate checklist for different matrices.

- C. In the beginning, ECMS will arrive from EFED. These ECMS may already have been assigned MRID or TRID numbers, which will already be stamped on the documents.
- D. List the matrix that can be analyzed by the method.
- E. List each analyte in the following format: type compound (parent, metabolite, or degradate), common name(s), chemical name, and CAS number (if available).

There is a space provided in which the structure of each analyte can be drawn. If the method has a page on which the structure is already drawn, please attach a copy to the checklist and note this fact in this item. If more than one analyte can be detected by this method, and if there is not room to include the information for each on a single checklist, complete a separate checklist for each analyte, beginning at Section III of the checklist and noting the name of the analyte (after the title of Section III).

Section II

Self-Explanatory (SE)

Section III

If the method detects more than one analyte, list the names of these analytes (after the title of this section) and fill out the rest of this checklist for each analyte. Be brief in this section.

- A. Answer yes or no.
- B. Example: Dry soil for 24 hr at 105 °C; sieve through No. 10 mesh sieve; mix thoroughly.
- C. Example: Weigh 10 g of soil; add 100 ml acetone; shake on mechanical shaker for 4 hr.
- D. Example: Filter extract; take 50-ml aliquot; silica cleanup; concentrate to 1 ml.
- E. Briefly describe derivatization procedure.
- F. SE

G. SE

H. List range and mean at each spiking level (if available). If not, write "Not Available."

I. List SDs and RSDs at each spiking level (if available).

Section IV

A. SE

B. If the method is older than 4 yrs or uses instrumentation or techniques that are not state-of-the-art, contact the registrant and/or the laboratory that performed the work to see if there is a newer or better method. If there is one, request that they submit it for our information.

C. Some methods may use hydrolysis, derivatization, or other techniques to transform the parent analyte into a reaction product that can be analyzed. Make sure the method requires spiking with the original analyte, not the reaction product.

D. SE

E. 1-6 SE

7. A minimum of seven spiked samples should be analyzed at the Method Detection Limit (MDL), Limit of Quantitation (LOQ), and 10 x LOQ for the primary laboratory and five each for the second laboratory validation.

8. SE

9. The characterization should include pH and percentages of organic matter, moisture, and sand, silt, clay etc.

Section V

A. SE

B. Are the chromatograms attenuated to a level where one can measure the peak accurately? This includes measuring the noise on the baseline.

Section VI

A. SE

Section VII

A. SE

- B. Did the ILV data meet the precision/accuracy criteria listed below?
- ° A mean recovery at each spiking level between 70 and 120 percent of the known quantity of the pesticide/ metabolite/degradate spiked into the matrix blanks during the method validation.
 - ° A relative standard deviation of replicate measurements of recoveries within the target level of plus or minus 20 percent at or above the LOQ for each spiking level.

C. SE

Section VIII

A. SE

B. SE

C. SE

D. Second column or mass spectrometry (MS) is usually considered a confirmatory technique for GC and LC. MS methods usually do not require a confirmatory method.

E. Is the data supplied in the method package satisfactory or deficient in any way? If there are deficiencies, would you describe the deficiencies as major or minor? Examples of each are listed below:

1. Satisfactory

The method provides clearly written procedures for sample preparation, extraction, cleanup, derivatization (if required), and analysis. The procedures may be contained in a stand-alone analytical method or a detailed narrative, and/or a detailed flow chart. The analytical procedures include information on the sample preparation technique, type of instrument and analytical column(s) used, instrument setup and operating parameters, standard and reagent preparation and calibration procedures. Method performance is demonstrated by acceptable recovery data and/or method validation data (i.e. matrix spike recoveries at 70 to 120% at the reported LOQ and above, with 20% RSD determined at each spiking level). Chromatograms for one standard, one control matrix, and one fortified control sample at the MDL, LOQ, and 10 x LOQ spiking levels should also be included. Required equipment and glassware are generally available. Analysts seeking to validate satisfactory methods should be able to produce reliable and satisfactory data with minimal interpretation or additional instructions.

2. Major Deficiencies

Methods may be categorized as having major deficiencies with respect to the analytical procedures and/or performance data. The analytical techniques are summarized only and lack detail or require equipment or techniques not generally available, and/or employs old or outdated methodologies or obsolete equipment. Other major deficiencies include the lack of any performance data at the MDL, LOQ and 10 x LOQ or performance data outside acceptable limits (i.e. < 70% recovery or > 120% recovery) at the LOQ or above. Validation of methods with major deficiencies may not be possible without additional information from the registrant.

3. Minor Deficiencies

Methods categorized with minor deficiencies provide adequate procedures for the sample preparation, extraction, cleanup, derivatization (if required), and analysis, but may lack the level of detail as provided by satisfactory methods. Procedures for standard and/or extraction procedures may lack detail and require interpretation on the part of the analyst. Methods without sufficient performance data, (i.e. insufficient number of spiked samples and/or the absence of spikes at the MDL, LOQ, and 10 x LOQ), sample chromatograms, and/or precision data obtained from sample spikes at the LOQ and 10 x LOQ are considered to have minor deficiencies. Generally, methods with minor deficiencies will require greater interpretation and professional experience in order to produce acceptable data.

Section IX

Describe any concerns about items marked "No" or "Review Further" that need to be addressed. Also, explain what major or minor deficiencies were found in the method. Finally, describe any other concerns or conclusions about the method that are not covered by the checklist.

D. Peer Review

1. The reviewer should give the completed SEP Checklist, ECM Tracking Form and ECM to the section chief to assign to another analyst for peer review.
2. After peer review the ECM should be returned to the Method Reviewer. If EFED has requested that ECS perform only a Method Review or there are major deficiencies in the method, the reviewer should prepare a Method Review Summary Report following the format listed below:

E. Method Review Summary Report

1. A cover letter should contain the following:

a. A paragraph containing the following components:

- ° The name of the requestor
 - ° The name of the registrant
 - ° The name of the Environmental Chemistry Method that is being evaluated
 - ° Any special considerations for review which were specified by the requestor
- b. A brief explanation of the parts of the Method Review Summary
- c. The phone number of the method reviewer for persons requesting information on the method review.

2. Part I - Summary and Conclusions

A brief statement of the acceptability of the method or any deficiencies discovered during method review should be made here.

3. Part II - Discussion of Problems Found During Method Review

An in depth discussion of deficiencies and/or problems associated with this method. These problems may include:

- ° Insufficient data provided. Examples of the type of data that might be missing include; precision/accuracy data, parts of the method, LOQ or MDL Determinations, etc.
- ° Problems with the sampling, extraction, cleanup, or analysis protocols
- ° Poor precision/accuracy results in validation data
- ° Lack of supporting chromatograms for validation data

4. Part III - SEP Checklist

The completed SEP Checklist should be attached.

After completing the *Method Review Summary*, the reviewer will submit the report to the section chief following the instructions in the *SOP For the Tracking and Archiving of ECM(s) at EPA/ECS*.

Revision No: 3
Effective Date: 11/22/96

ATTACHMENT 4

ENVIRONMENTAL CHEMISTRY METHODS PROGRAM STANDARD EVALUATION PROCEDURE CHECKLIST

ENVIRONMENTAL CHEMISTRY METHODS (ECMs) PROGRAM
STANDARD EVALUATION PROCEDURE (SEP) CHECKLIST
BACKGROUND AND INITIAL REVIEW INFORMATION

I. Background Information

- A. Title of Method _____

- B. ECS No. _____
- C. MDID or TRID No. _____
- D. Matrix(es) _____
- E. Analyte(s) detected _____

II. Information About the Laboratory

- A. Name _____

- B. Address _____

- C. Telephone No. _____
- D. Name of the Study Director _____
- E. Name of the Lead Chemist _____
- F. Laboratory Validation: Primary _____ Secondary _____

III. Method Summary Information for Analyte(s) _____

- A. Is the Method CLASSIFIED or CONFIDENTIAL _____
- B. Sample Preparation _____

C. Sample Extraction _____

D. Sample Cleanup _____

E. Sample Derivatization (If Applicable) _____

- F. Sample Analysis
1. Instrumentation _____
 2. Primary Column _____
 3. Confirmatory Column (If Any) _____
 4. Detector _____
 5. Other Confirmatory Techniques (If Any) _____
 6. Other Relevant Information _____

- G. Detection and Quantitation Limits _____
1. Limit of Quantitation (LOQ)
 Claimed in Method _____ Estimated _____
 2. Method Detection Limit (MDL)
 Claimed in Method _____ Estimated _____

H. Recovery (Accuracy) Data _____

I. Precision Data _____

		<div style="text-align: right;">Review</div> <div style="display: flex; justify-content: space-between;"> <u>Yes</u> <u>No</u> <u>Further</u> </div>		
IV.	Detailed Information about the Method			
	A. Is the method marked CONFIDENTIAL?	_____	_____	_____
	B. Is it the most up-to-date method?	_____	_____	_____
	C. Does the method require spiking with the analyte(s) of interest?	_____	_____	_____
	D. If the method requires explosive or carcinogenic reagents, are proper precautions explained?	_____	_____	_____
	E. Is the following information supplied?	_____	_____	_____
	1. Detailed stepwise description of			
	a. The sample preparation procedure	_____	_____	_____
	b. The sample spiking procedure	_____	_____	_____
	c. The extraction procedure	_____	_____	_____
	d. The derivatization procedure	_____	_____	_____
	e. The cleanup procedure	_____	_____	_____
	f. The analysis procedure	_____	_____	_____
		<u>Yes</u>	<u>No</u>	Review <u>Further</u>
	2. Procedures for			
	a. Preparation of standards	_____	_____	_____
	b. Calibration of instrument	_____	_____	_____
	3. List of glassware and chemicals			
	a. Are sources recommended?	_____	_____	_____
	b. Are they commercially available?	_____	_____	_____
	4. Name, model, etc., of the instrument, column, detector, etc., used			
	a. Are sources recommended?	_____	_____	_____
	b. Are they commercially available?	_____	_____	_____

5. MDL

- a. Is there an explanation of how it was calculated? _____
- b. Is it a scientifically accepted procedure? _____
- c. Is the matrix blank free of interference(s) at the retention time, wavelength, etc., of the analyte(s) of interest? _____

6. LOQ

- a. Is there an explanation of how it was calculated? _____
- b. Is it a scientifically accepted procedure? _____

7. Precision and accuracy data

- a. Were there an adequate number of spiked samples analyzed? _____
- b. Are the mean recoveries between 70-120%? _____

Yes No Review
Further

- c. Are the RSDs of the replicates 20% or less at the LOQ, or above? _____

8. Description and/or explanation of

- a. Areas where problems may be encountered? _____
- b. Steps that are critical? _____
- c. Interferences that may be encountered? _____

9. Characterization of the matrix(es) _____

V. Representative Chromatograms

A. Are there representative chromatograms for

1. Analyte(s) in each matrix at the MDL, LOQ, and 10 x LOQ? _____
2. Method blanks? _____
3. Matrix blanks? _____
4. Standard curves? _____

5. Standards that can be used to recalculate some of the values for analyte(s) in the sample chromatograms? _____

B. Can the responses of the analyte(s) in the chromatograms of the lowest spiking level be accurately measured? _____

VI. Good Laboratory Practice Standards (GLP)

A. Is there a statement of adherence to the FIFRA/GLP? _____

VII. Independent Lab Validation (ILV)

A. Was an ILV performed? _____

	<u>Yes</u>	<u>No</u>	<u>Review Further</u>
B. Did the ILV's precision/accuracy data meet the criteria established on page 3 of the Data Reporting Guidelines (OPP-00405; FRL-4943-5)?	_____	_____	_____
C. Were recommendations of major or minor modifications to the method made by the independent lab performing the ILV? If major modifications were suggested, what were they?	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VIII. Completeness

A. Has enough information been supplied to do a proper review? _____

B. Has enough information been supplied to do a laboratory evaluation, if requested? _____

C. Are all steps in the method scientifically sound? _____

D. Is a confirmatory method or technique provided? _____

E. Check the category below which
best describes this ECM.

- 1. Satisfactory _____
- 2. Major Deficiencies _____
- 3. Minor Deficiencies _____

IX. Recommendations

Name (*print*) and Signature of Reviewer: _____

Date Initial Review was Assigned: _____

Date Initial Review was Completed: _____

Date Final Review was Completed: _____

Signature of Laboratory Chief: _____

Name(s) (*print*) and Signature(s) of Other Reviewers:_____

Revision: 3
Effective Date: 11/22/96

ATTACHMENT 5

REPORTS OF WORK

REPORTS OF WORK
ENVIRONMENTAL CHEMISTRY METHODS AND
STATE PESTICIDE LABORATORIES PROGRAM SUPPORT

1. WORK PLANS

The contractor shall submit the work plan in accordance with Clause B.2 "WORK ASSIGNMENTS" and as specified in the work assignment. The work plan shall include a detailed technical and staffing plan reflecting the methods and technical approach to be used by the contractor in achieving the objectives and requirements set forth in the contract/work assignment and a detailed cost estimate. The Work Plan shall consist of the following:

- a. a description of the work assignment;
- b. a description of the methods and technical approach to be taken to complete the work assignment;
- c. an estimated program schedule for completion of each task or other logical segment of work;
- d. a listing of the people proposed, and their labor categories, to be assigned to the project with an estimate of the time to be spent by each person and a brief description of their qualification and experience;
- e. the estimated cost shall include direct labor, material, other direct costs, indirect costs, consultants and subcontractors; and
- f. a description of the quality assurance and quality control procedures which will be used to insure quality of work.

2. REVISIONS TO WORK PLAN

The contractor shall submit revisions to the work plan described above, (a) when directed by the Project Officer or Contracting Officer pursuant to the clause entitled "TECHNICAL DIRECTION"; (b) whenever the work assignment requirements are changed by appropriate work assignment amendment; (c) as soon as it appears that actual costs expended plus projected costs to complete the assignment may exceed the original approved work plan budget estimate; (d) when 75% of the estimated hours to complete the assignment have been expended and an adjustment in the approved budget cost estimate would be required to complete the work; or (e) as soon as it appears that the completion date stated in the approved work plan may be exceeded. The contractor may submit recommended revisions to the work plan when the contractor believes such revision is deemed desirable for optimum achievement of contract objectives. Every revision to the work plan shall be approved by the Project Officer or Work Assignment Manager prior to implementation by the contractor. An information copy of each revision shall be submitted to the Contracting Officer.

3. MONTHLY PROGRESS REPORTS

The contractor shall submit monthly combined technical and financial progress reports in accordance with Clause F.3, "MONTHLY PROGRESS REPORT". The cover page of each report shall contain the following information:

- (a) Contract number and title
- (b) Type of report, sequence number of report (when applicable), and period of performance being reported

Revision: 3
Effective Date: 11/22/96

- (c) Contractor's name, address, and organizational segment generating the report
- (d) Author(s)
- (e) Date of publication
- (f) "Prepared for the Environmental Protection Agency, 401 M Street, Washington, D.C. 20460"

In addition, the total hours expended for each chemical substance (or for each group of substances that are designated as grouped for review) shall be summarized monthly both for the month and on a cumulative basis until the task is complete. Case numbers shall be used to identify substances reviewed under section 5 of TSCA, otherwise chemical names and CAAS Registry Numbers, where they exist, shall be used.

The monthly progress reports shall be submitted in both hard copy form and on diskette.

Revision: 3
Effective Date: 11/22/96

ATTACHMENT 6

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS MODEL SUBCONTRACTING PLAN OUTLINE

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS
MODEL SUBCONTRACTING PLAN OUTLINE*

Identification Data

Contractor: _____
Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) _____

Period of Contract Performance (MO & YR) _____

Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause FAR 52.219-9 entitled "Small Business and Small Disadvantaged Business Subcontracting Plan". The following is a suggested model for use when formulating such subcontracting plans. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "Subcontract" as used in this clause, means any agreement (other than one involving an employer-employee relationship entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan

Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract.)

2. Goals

State separate dollar and percentage goals for small business concerns and small disadvantaged business concerns as subcontractors as specified in FAR 19.704.

- A. Total estimated dollar value of all planned subcontracting; i.e., with all types of organizations under this contract: \$_____ and _____%.
- B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: *\$_____ and _____%.
- C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: *\$_____ and _____%.

- D. Total estimated dollar value and percentage of planned subcontracting with women owned small business concerns: *\$_____ and _____ %.
- E. Total estimated dollar value and percentage of planned subcontracting in Labor Surplus areas: *\$_____ and _____ %.
- F. Total estimated dollar value and percentage of planned subcontracting with Historically Black Colleges and Universities: *\$_____ and _____ %.

(* expressed as a percentage of "A")

3. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them (i.e., Large Business (LG), Small Business (SB), Small Disadvantaged Business (SDB))

(check all that apply)

Subcontracted Product/Service	LG	SB	SDB

(Attach additional sheets if necessary)

4. A description of the method used to develop the subcontracting goals for small and small disadvantaged business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals: in addition, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and how the capabilities of small and small disadvantaged businesses were determined. Include any source lists used in the determination process.)

5. Indirect costs have been _____ have not been _____ included in the dollar and percentage subcontracting goals stated above. (Check one)

6. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business and small disadvantaged business concerns.

7. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

Telephone: _____

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. For example, duties may include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small and small disadvantaged business concerns; and assure that small and small disadvantaged businesses are included on the source lists for solicitations for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small and small disadvantaged business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small and small disadvantaged businesses;
- E. Make arrangements for the utilization of various sources for the

identification of small and small disadvantaged businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and contact with Federal agency's Small and Disadvantaged Business Utilization Specialist (SADBUS);

- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;
- H. Ensure small and small disadvantaged business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- K. Preparing, and submitting timely, required subcontract reports;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,
- M. Other duties_____
- _____
- _____
- _____

8. Equitable Opportunity

Describe efforts the offeror will make to ensure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts. These efforts will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:
 - 1. Contacting minority and small business trade associations;
 - 2. Contacting business development organizations;
 - 3. Attending small and minority business procurement conferences and trade fairs;
 - 4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS); and
 - 5. Newspaper, magazine ads which encourage new sources.
- B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small and small disadvantaged business source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts: _____

9. Flow Down Clauses

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 19.704(a)(4)).

10. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts", and SF 295, "Summary Subcontract Report", in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SFs 294 and 295.

<u>Reporting Period</u>	<u>Report</u>	<u>Due Date</u>
Oct 1 - Mar 30	SF 294	Apr 30
Apr 1 - Sep 30	SF 294	Oct 30
Oct 1 - Sep 30	SF 295	Oct 30

ADDRESSEES:

(a) SF 294 to be submitted to cognizant Contracting Officer

(b) SF 295 to be submitted to:

U.S. Environmental Protection Agency
Office of Small and Disadvantaged Business Utilization
401 M Street, S.W. (1230C)
Washington, D.C. 20460

11. Record Keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the

subcontracting plan. These records will include, but not be limited to, the following:

- A. Small and small disadvantaged business concerns source lists, guides, and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small and small disadvantaged business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$10,000 which indicate for each solicitation (1) whether small business concerns were solicited; and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; and (3) reason for the failure of solicited small or small disadvantaged business concerns to receive the subcontract award;
- D. Records to support other outreach efforts, e.g., contracts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance;
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.); and
- G. Additional records: _____

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone No.: _____

Revision: 3
Effective Date: 11/22/96

ATTACHMENT 7

MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS

**MINIMUM STANDARDS FOR EPA CONTRACTORS'
CONFLICT OF INTEREST (COI) PLANS**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

Revision: 3
Effective Date: 11/22/96

ATTACHMENT 8

TECHNICAL REPORT ABSTRACT

TECHNICAL REPORT ABSTRACT

The contractor shall deliver the following data on each initial draft and final technical report delivered under this contract:

REPORT TITLE_____

REPORT DATE_____

CONTRACT NO. _____

PRIME CONTRACTOR_____

WORK ASSIGNMENT NO. / DELIVERY ORDER NO. (If Applicable)

PROJECT OFFICER_____

PROJECT OFFICER ADDRESS_____ TEL. _____

PROGRAM OFFICE_____

NO. OF PAGES IN REPORT_____

DOES THIS REPORT CONTAIN CONFIDENTIAL BUSINESS INFORMATION?

YES_____ NO_____

REPORT ABSTRACT - Include a brief (200 words or less) factual summary of the scope and nature of the work performed and referenced in the report.

KEY WORDS / DESCRIPTORS - Select the scientific or engineering terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.

For the purpose of this submission, Technical Reports include:

Reports delivered under the contract in response to work assignments, delivery orders, or the basic contract which are scholarly, scientific reports of:

1) information which contributes to the body of knowledge in the environmental sciences and / or environmental processes and systems.

2) information, critique, or analysis of issues or processes of concern to EPA and its programs and systems.

3) information that advances the state of the art in environmental sciences and processes and systems.

The following are examples of technical reports included in this requirement:

- option analyses
- regulatory impact analyses
- economic impact analyses
- technical guidance documents
- methods development
- results of research projects
- technology assessment of technology transfer
- risk assessments
- records of decision
- feasibility studies
- remedial investigations
- remedial designs
- community relations reports
- design documents
- life cycle plans
- process models
- ADP studies

For the purpose of this requirement, reports relating to the business management aspects of the contract, financial reports, or the contract progress reports are excluded.

The contractor shall submit the technical report abstract at the time delivering each initial draft and final technical report under the contract on a 3 1/2" or 5 1/4" computer disk using WordPerfect 5.1 format.

DELIVER TO: U.S. ENVIRONMENTAL PROTECTION AGENCY
INFORMATION RESOURCES MANAGEMENT DIVISION
CINCINNATI, OHIO 45268

A simultaneous hardcopy of the technical report abstract shall be submitted to the cognizant Project Officer.

Revision: 3
Effective Date: 11/22/96

ATTACHMENT 9

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

(Addressee)

Dear "Client":

We are currently responding to the Environmental Protection Agency (EPA) Request for Proposal (RFP) Number PR-HQ-97-10505 for the procurement of "Environmental Chemistry Methods and State Laboratories Program Support". The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your agency or company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to

(offeror's point of contact)

Sincerely,

Revision: 3
Effective Date: 11/22/96

ATTACHMENT 10

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form

1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final

Revision: 3
Effective Date: 11/22/96

voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

Revision: 3
Effective Date: 11/22/96

ATTACHMENT 11

BIDDERS LIST

ENVIRONMENTAL CHEMISTRY METHODS
AND STATE PESTICIDE LABORATORIES PROGRAM SUPPORT

BIDDERS LIST

Abt Associates, Inc.
55 Wheeler Street
Attn: Sharon Christenson
Cambridge, MA 02138-1168

ADPEN Laboratories, Inc.
Small Business Administration
7825 Baymeadows Way, Suite 100B
Jacksonville, FL 32256-7504

ALBAR Corporation
703 Robinwood Drive
Attn: Paul Ioannides
Mt. Airy, MD 21771

Analytical Quality Solutions
2112 Deer Run Drive
Attn: Jan Barbas
S. Weber, Utah 84405

Contech
Attn: Janine Arvizu
janinea@contechinc.com

Data/Analysis Technologies
6385 Shier Rings Road
Attn: Dr. Ronald Mitchum
Dublin, Ohio 43016

DataChem Laboratories
960 W. LeVoy Drive
Attn: Rand Potter
Salt Lake City, UT 84123

Dynamac Corporation
2275 Research Blvd.
Attn: Donna Dinkel
Rockville, MD 20850

En Chem
525 Science Drive
Attn: Emilio Sturino
Madison, WI 53711

Encon Systems Inc.
215 Trotter Run
Alfaretta, GA 30201

Gibb Associates, Inc.

P.O. Box 922383
Attn: Carole E. Gibb
Norcross, GA 30092

H.E.R.A.C., Inc.
220 Swing Rd
Attn: Richard Honeycutt, Ph. D.
Greensboro, NC 27409

Hygienic Laboratory
102 Oakdale Campus, H101 OH
Attn: Lynn Hudachek
Iowa City, IA 52242-5002

ICF Kaiser
9300 Lee Highway
Attn: Blaine Masters
Proposal Office
Room 1022
Fairfax, VA 22031-1207

knokelby@gowebway.com
Attn: Kelly Nokelby

KulTech Inc.
P.O. Box 14382
Attn: Dr. Shri Kulkarni
Research Triangle Park, NC 27709-4382

LLLink & Associates
975 Ryland Street, Suite 11
Attn: Laura L. Link
Reno, NV 89502-1668

Lockheed Martin Services Group
Two Allen Center
1200 Smith Street, Suite 2885
Attn: Lisa C. Walker
Houston, Texas 77002-4309

Maxim Technologies
140 Telegraph Road
Attn: Margie Schoonover
Middleport, NY 14105

Midwest Research Institute
425 Volker Blvd.
Attn: Linda Douglas
Kansas City, MO 64110

Revision: 3
Effective Date: 11/22/96

NEL Laboratories
Attn: Tom Miller
nelabs@pyramid.net

Rockville, MD 20850-3129

OnSite Analytical Services, Inc.
2734 S. 3600 W. Suite I
Attn: Joe Stewart
West Valley City, UT 84119

Pittsburgh Environmental Research
Laboratory, Inc.
3210 William Pitt Way
Attn: J.S. Chib, Ph.D.
Pittsburgh, PA 15238

SAIC
Corporate RFP Office
1710 Goodridge Dr. MS 2-7-4
Attn: Lisa Wallace
McLean, VA 22102-3799

Schneider Laboratories, Inc.
2512 West Cary Street
Attn: Alan M. Wentz
Richmond, VA 23220-5117

Seattle Scientific
Attn: Allan Chartrand
Seattle, WA

Southwest Research Institute
Pgeno@swri.edu
Attn: Paul Geno, Ph.D.

Tektagen, Inc
358 Technology Drive
Attn: William C. Rash
Malvern, PA 19355

University of Idaho
Attn: Gregory Moller, Ph.D.
Analytical Sciences Laboratory
Department of Food Science and
Toxicology
and Environmental Science Program
Moscow, ID 83844-2203

Ward Systems & Technology, Inc.
901 North Pitt Street, Suite 370
Attn: C. Gino Ward
Alexandria, VA 22314

Westat
1650 Research Blvd.
Attn: Dee Schofield